

# EXHIBIT A



## Civil Docket Report

**Case Description**

**Case ID:** 210800043  
**Case Caption:** LIVINGSTON VS WELLS FARGO & COMPANY  
**Filing Date:** Monday , August 02nd, 2021  
**Court:** MAJOR JURY-EXPEDITED  
**Location:** City Hall  
**Jury:** JURY  
**Case Type:** CONTRACTS OTHER  
**Status:** WAITING TO LIST CASE MGMT CONF

**Related Cases**

*No related cases were found.*

**Case Event Schedule**

*No case events were found.*

**Case motions**

*No case motions were found.*

**Case Parties**

Seq #	Assoc	Expn Date	Type	Name
1			ATTORNEY FOR PLAINTIFF	VANLAAR, VINCENT
Address:	BOCHETTO & LENTZ, P.C. 1524 LOCUST STREET PHILADELPHIA PA 19102 (215)735-3900 vvanlaar@bochettoandlentz.com	Aliases:	none	
2	1		PLAINTIFF	LIVINGSTON, MARY
Address:	217 CHARLES DRIVE NEWTOWN SQUARE PA 19073	Aliases:	none	
3	5		DEFENDANT	WELLS FARGO & COMPANY
Address:	123 S. BROAD STREET FIRST FLOOR PHILADELPHIA PA 19109	Aliases:	none	

4			TEAM LEADER	ANDERS, DANIEL J
<b>Address:</b>	529 CITY HALL PHILADELPHIA PA 19107	<b>Aliases:</b>	<i>none</i>	
5			ATTORNEY FOR DEFENDANT	MANGAN, KEVIN J
<b>Address:</b>	WOMBLE BOND DICKINSON (US) LLP 1313 N MARKET ST SUITE 1200 WILMINGTON DE 19801 (302)252-4361 kevin.mangan@wbd-us.com	<b>Aliases:</b>	<i>none</i>	

**Docket Entries**

Filing Date/Time	Docket Type	Filing Party	Disposition Amount	Approval/Entry Date
02-AUG-2021 09:46 AM	ACTIVE CASE			02-AUG-2021 10:06 AM
<b>Docket Entry:</b>	E-Filing Number: 2108000436			
02-AUG-2021 09:46 AM	COMMENCEMENT CIVIL ACTION JURY	VANLAAR, VINCENT		02-AUG-2021 10:06 AM
<b>Documents:</b>	<a href="#">Final Cover</a>			
<b>Docket Entry:</b>	<i>none.</i>			
02-AUG-2021 09:46 AM	COMPLAINT FILED NOTICE GIVEN	VANLAAR, VINCENT		02-AUG-2021 10:06 AM
<b>Documents:</b>	<a href="#">2021 07 28 Complaint.pdf</a>			
<b>Docket Entry:</b>	COMPLAINT WITH NOTICE TO DEFEND WITHIN TWENTY (20) DAYS AFTER SERVICE IN ACCORDANCE WITH RULE 1018.1 FILED.			
02-AUG-2021 09:46 AM	JURY TRIAL PERFECTED	VANLAAR, VINCENT		02-AUG-2021 10:06 AM
<b>Docket Entry:</b>	12 JURORS REQUESTED.			
02-AUG-2021	WAITING TO LIST CASE MGMT	VANLAAR,		02-AUG-2021

09:46 AM	CONF	VINCENT		10:06 AM
<b>Docket Entry:</b>	none.			
18-AUG-2021 12:33 PM	AFFIDAVIT OF SERVICE FILED	VANLAAR, VINCENT		18-AUG-2021 12:34 PM
<b>Documents:</b>	<a href="#">2021 08 10 AOS.pdf</a>			
<b>Docket Entry:</b>	AFFIDAVIT OF SERVICE OF PLAINTIFF'S COMPLAINT UPON WELLS FARGO & COMPANY BY PERSONAL SERVICE ON 08/10/2021 FILED. (FILED ON BEHALF OF MARY LIVINGSTON)			
27-AUG-2021 10:56 AM	ENTRY OF APPEARANCE	MANGAN, KEVIN J		27-AUG-2021 11:26 AM
<b>Documents:</b>	<a href="#">WFC Entry of Appearance of K. Mangan.pdf</a>			
<b>Docket Entry:</b>	ENTRY OF APPEARANCE OF KEVIN J MANGAN FILED. (FILED ON BEHALF OF WELLS FARGO & COMPANY)			

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Court of Common Pleas of Philadelphia County  
Trial Division**Civil Cover Sheet**

For Prothonotary Use Only (Docket Number)

**AUGUST 2021****000043**

E-Filing Number: 2108000436

PLAINTIFF'S NAME MARY LIVINGSTON		DEFENDANT'S NAME WELLS FARGO & COMPANY	
PLAINTIFF'S ADDRESS 217 CHARLES DRIVE NEWTOWN SQUARE PA 19073		DEFENDANT'S ADDRESS 123 S. BROAD STREET FIRST FLOOR PHILADELPHIA PA 19109	
PLAINTIFF'S NAME		DEFENDANT'S NAME	
PLAINTIFF'S ADDRESS		DEFENDANT'S ADDRESS	
PLAINTIFF'S NAME		DEFENDANT'S NAME	
PLAINTIFF'S ADDRESS		DEFENDANT'S ADDRESS	
TOTAL NUMBER OF PLAINTIFFS 1	TOTAL NUMBER OF DEFENDANTS 1	COMMENCEMENT OF ACTION <input checked="" type="checkbox"/> Complaint <input type="checkbox"/> Petition Action <input type="checkbox"/> Notice of Appeal <input type="checkbox"/> Writ of Summons <input type="checkbox"/> Transfer From Other Jurisdictions	
AMOUNT IN CONTROVERSY <input type="checkbox"/> \$50,000.00 or less <input checked="" type="checkbox"/> More than \$50,000.00	COURT PROGRAMS <input type="checkbox"/> Arbitration <input type="checkbox"/> Mass Tort <input type="checkbox"/> Commerce <input type="checkbox"/> Settlement <input checked="" type="checkbox"/> Jury <input type="checkbox"/> Savings Action <input type="checkbox"/> Minor Court Appeal <input type="checkbox"/> Minors <input type="checkbox"/> Non-Jury <input type="checkbox"/> Petition <input type="checkbox"/> Statutory Appeals <input type="checkbox"/> W/D/Survival <input type="checkbox"/> Other: _____		
CASE TYPE AND CODE 10 - CONTRACTS OTHER			
STATUTORY BASIS FOR CAUSE OF ACTION			
RELATED PENDING CASES (LIST BY CASE CAPTION AND DOCKET NUMBER)		IS CASE SUBJECT TO COORDINATION ORDER? YES    NO	
		<b>FILED PRO PROTHY AUG 02 2021 S. RICE</b>	
TO THE PROTHONOTARY: Kindly enter my appearance on behalf of Plaintiff/Petitioner/Appellant: <u>MARY LIVINGSTON</u> Papers may be served at the address set forth below.			
NAME OF PLAINTIFF'S/PETITIONER'S/APPELLANT'S ATTORNEY VINCENT VANLAAR		ADDRESS BOCHETTO & LENTZ, P.C. 1524 LOCUST STREET PHILADELPHIA PA 19102	
PHONE NUMBER (215) 735-3900	FAX NUMBER (215) 735-2455		
SUPREME COURT IDENTIFICATION NO. 85672		E-MAIL ADDRESS vvanlaar@bochettoandlentz.com	
SIGNATURE OF FILING ATTORNEY OR PARTY VINCENT VANLAAR		DATE SUBMITTED Monday, August 02, 2021, 09:46 am	

**BOCHETTO & LENTZ, P.C.**

By: Gavin P. Lentz, Esquire  
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*Attorneys for Plaintiff*  
 Filed and Attested by the  
 Office of Judicial Records  
 02 AUG 2021 09:46 am  
 S. RICE

**MARY LINDA LIVINGSTON**

217 Charles Ellis Drive  
 Newtown Square, PA 19073

*Plaintiff*

v.

**WELLS FARGO & COMPANY**

123 S. Broad Street, 1<sup>st</sup> Floor  
 Philadelphia, PA 19109

*Defendant*

COURT OF COMMON PLEAS  
 PHILADELPHIA COUNTY,  
 PENNSYLVANIA

\_\_\_\_\_ TERM, 2021

NO:

**JURY TRIAL DEMANDED****NOTICE TO DEFEND****NOTICE**

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint of for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

*You should take this paper to your lawyer at once. If you do not have a lawyer or cannot afford one, go to or telephone the office set forth below to find out where you can get legal help.*

**Philadelphia Bar Association Lawyer Referral and Information  
 Service One Reading Center Philadelphia, Pennsylvania 19107  
 (215) 238-6333 TTY (215) 451-6197**

**AVISO**

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta ascantar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

*Lleve esta demanda a un abogado inmediatamente. Si no tiene abogado o si no tiene el dinero suficiente de pagar tal servicio. Vaya en persona o llame por telefono a la oficina cuya direccion se encuentra escrita abajo para averiguar donde se puede conseguir asistencia legal.*

**Asociacion De Licenciados De Filadelfia Servicio De Referencia  
 E Informacion Legal One Reading Center Filadelfia,  
 Pennsylvania 19107 (215) 238-6333 TTY (215) 451-6197**

**BOCHETTO & LENTZ, P.C.**

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*Attorneys for Plaintiff*

---

**MARY LINDA LIVINGSTON**

217 Charles Ellis Drive  
 Newtown Square, PA 19073

*Plaintiff*

v.

**WELLS FARGO & COMPANY**

123 S. Broad Street, 1<sup>st</sup> Floor  
 Philadelphia, PA 19109

*Defendant*

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COURT OF COMMON PLEAS  
 PHILADELPHIA COUNTY,  
 PENNSYLVANIA

\_\_\_\_\_ TERM, 2021

NO:

**JURY TRIAL DEMANDED**

**AND NOW** comes Plaintiff, Mary Linda Livingston (“Plaintiff” or “Ms. Livingston”), by and through her undersigned counsel, Bochetto & Lentz, P.C. (“B&L”), and hereby avers as follows in support of her Complaint against Defendant Wells Fargo & Company (“Defendant” or “Wells Fargo”):

**INTRODUCTION**

This litigation involves Wells Fargo’s failure to protect its elderly and longtime customer, Ms. Livingston from being defrauded out of her savings by a third party, resulting in a loss of approximately four hundred and fifty thousand dollars (\$450,000).

**THE PARTIES**

1. Plaintiff, Mary Linda Livingston (“Ms. Livingston”) is an adult individual who resides at 217 Charles Drive, Newtown Square, PA 19073 and who may be served at said address.

2. Defendant, Wells Fargo & Company (“Wells Fargo”), is an American multinational financial services company with a principal place of business located at 123 S. Broad Street, 1st Floor, Philadelphia, Pennsylvania 19109. Defendant may be served at this address.

**JURISDICTION AND VENUE**

3. This Court has subject matter jurisdiction over this matter pursuant to 42 Pa.C.S.A. § 931(a) and has personal jurisdiction pursuant to 42 Pa.C.S.A. § 5301, as more fully set forth below.

4. Venue is proper in the Court of Common Pleas of Philadelphia County under Rules 1006 and 2179 of the Pennsylvania Rules of Civil Procedure as Defendant conducts substantial business in Philadelphia County.

**FACTS COMMON TO ALL COUNTS**

5. Plaintiff Ms. Livingston is an elderly lady and has been a long-time customer of Wells Fargo.

6. Ms. Livingston has been a customer of Wells Fargo since its merger with Wachovia and was a customer of Wachovia since its merger with First Union Corporation.

7. At all times material hereto, Ms. Livingston had three separate bank accounts, two checking accounts and one savings account, with Wells Fargo.



8. Wells Fargo has or should have at least over a decade worth of transaction data for Ms. Livingston.

9. In or around August of 2020, Ms. Livingston sold her residence and proceeds from the sale were deposited in one of her accounts at Wells Fargo.

10. On November 10, 2020, Ms. Livingston received an unsolicited e-mail that purported to be a Microsoft's Windows Defender Advanced Threat Protection.

11. The e-mail thanked Ms. Livingston for subscribing to their services and stated that if she wanted to cancel her order, she should call the enclosed number within twenty-four (24) hours.

12. Given that Ms. Livingston had never purchased such service, she called to cancel and obtain a refund.

13. Unbeknownst to Ms. Livingston, she was falling prey to an elaborate fraud; a scam that Wells Fargo should have swiftly prevented or recognized, given the duty it owes to its customers, given its regulatory duties to detect and prevent financial crimes and given its ability to protect the funds of its customers, including Ms. Livingston.

14. Shortly after receiving the fraudulent e-mail, Ms. Livingston contacted the fraudster and requested that Microsoft refund her the approximately \$290 that had allegedly been charged to her account.

15. The fraudster then informed Ms. Livingston that Microsoft had inadvertently refunded her account \$2,900 and requested that she wire the excess funds back to the company.

16. The fraudster then told Ms. Livingston that her personal bank account and Microsoft's bank account had accidentally been linked together.

17. Concerned, Ms. Livingston inquired as to what she could do on her end to rectify the situation.

18. The fraudster then told Ms. Livingston login into her online Wells Fargo account.

19. At that instant, the fraudster took full control of Ms. Livingston's computer and locked her screen so that she could not see what he was doing.

20. During this time, Ms. Livingston was still on the phone with the fraudster who repeatedly assured her that everything was fine and that he would unlock her computer if she complied with his demands.

21. Notably, while Ms. Livingston's computer was locked, the fraudster attempted to use the Zelle money-transfer feature embedded within her Wells Fargo online account to send \$500 to an unknown individual.

22. Wells Fargo should have immediately put a freeze on Ms. Livingston's account and further investigated the nature of these transactions, considering Ms. Livingston has never used Zelle before.

23. Upon information and belief, and unbeknownst to her, Ms. Livingston's password to her Wells Fargo account was also changed at this time.

24. Ms. Livingston did not authorize any change of her password.

25. Again, Wells Fargo should have either further investigated the nature of these transactions, immediately notify Ms. Livingston and/or locked her account.

26. At no point did Wells Fargo notify Ms. Livingston that her password was being changed or that her account was being accessed online.

27. The fraudster then displayed to Ms. Livingston what she thought was her checking account and proceeded to show Ms. Livingston that her checking account was receiving funds that belonged to Microsoft.

28. The fraudster then demanded that Ms. Livingston immediately wire these funds back to Microsoft and threatened to hold her computer and bank account ransom until she complied with his requests.

29. Having obtained unauthorized access to Ms. Livingston's online Wells Fargo account, the fraudster then began transferring hundreds of thousands of dollars from Ms. Livingston's savings account to her checking account without her knowledge and without her consent or permission.

30. While doing this, the fraudster told Ms. Livingston that the funds being deposited into her checking account actually belonged to Microsoft.

31. The fraudster demanded that Ms. Livingston immediately wire these funds back to Microsoft.

32. Flustered, and under duress, and trying to pay back the alleged money owed, Ms. Livingston abided by his requests.

33. To comply with the requests, Ms. Livingston visited two different Wells Fargo locations on approximately five (5) separate occasions (in a very short period of time) to wire significant funds to the Bank of Bangkok, per the fraudster's instruction.

34. Not once during Ms. Livingston's first five trips to Wells Fargo to wire funds did any representative or employee of Wells Fargo take an affirmative act to halt these wire transfers or protect Ms. Livingston from the fraud.

35. Only after Ms. Livingston visited a Wells Fargo location for a sixth time was she alerted by an employee of Wells Fargo of a possibly fraudulent scam.

36. While Ms. Livingston's money was held with Wells Fargo, a third party was able to gain unauthorized access to her Wells Fargo account, change her login information – without notice to Ms. Livingston – transfer \$450,000 from her savings account to her checking account (in multiple large denominations) and gain access to these funds without any interference by Wells Fargo, on five (5) separate occasions.

37. Extraordinarily, Wells Fargo failed to intervene to protect Ms. Livingston, resulting in the unauthorized transfer of almost her entire savings account to the Bank of Bangkok.

38. Moreover, Wells Fargo should have exercised increased levels of caution with respect to Ms. Livingston's bank accounts considering she recently deposited \$683,622.62 into her savings account following the sale of her home.

39. In complete disregard for the unusually high balance in Ms. Livingston's savings account, Wells Fargo breached its duty of care by allowing the proceeds of her home to be wired to the Bank of Bangkok in approximately fifty-thousand-dollar (\$50,000) increments, nine (9) separate times.

40. Despite the extremely irregular transfers in a very short period of time, occurring in Ms. Livingston's Wells Fargo account and the unauthorized remote logins, Wells Fargo failed to timely act, secure and protect Ms. Livingston's money.

41. Importantly, pursuant to Wells Fargo's Deposit Account Agreement, Wells Fargo owed a contractual and fiduciary duty to Ms. Livingston.

42. Indeed, Wells Fargo has the capabilities to thwart the exact fraud that occurred.

43. The Deposit Account Agreement makes assurances to its patrons that Wells Fargo will protect its customers from fraudulent actors “if [it] suspect[s] any suspicious, irregular, unauthorized, fraudulent, or unlawful activities, [because it] can decline, prevent, or delay any or all transactions to or from [a customer’s] account, freeze all or some of the funds in [a customer’s] account and other accounts with [it] that [a customer] maintain[s] or control[s], and otherwise restrict access to [a customer’s] account.” Wells Fargo further promises that it “may take these actions in [its] sole discretion[.]”

44. The Deposit Account Agreement further assures its customers that Wells Fargo “can terminate or suspend services (e.g., wire transfers) related to [a customer] account without closing [the] account and without prior notice [to the customer].”

45. Clearly, Wells Fargo should have recognized that Ms. Livingston’s funds were suspiciously being wired out of her savings account and then into her checking account and then wired in \$50,000 increments to the Bank of Bangkok.

46. **These suspicious wire transfers happened nine (9) separate times without any intervention from Wells Fargo.**

47. Wells Fargo should have immediately terminated or suspended the numerous wire transfers from Ms. Livingston’s account given the peculiar circumstances and the fact that Ms. Livingston has *never* previously wired money, let alone, wired funds to a bank in Bangkok.

48. Despite Wells Fargo having years of transaction records for Ms. Livingston, it still failed to identify and protect her from the fraud when it was clear that her bank accounts showed extremely irregular banking activity.

49. Further, as detailed in the Deposit Account Agreement, Wells Fargo should have used its technological capabilities to detect and block foreign unauthorized access to Ms.

Livingston's bank account and it should have used these same capabilities to freeze all overseas wire transfers.

50. Wells Fargo further breached the Deposit Account Agreement when it failed to take proper action.

51. Wells Fargo was further negligent when it failed to immediately recall the wire transfers when it eventually notified although belatedly Ms. Livingston of the fraud.

52. In that regard, on Tuesday, November 24, 2020, Wells Fargo alerted Ms. Livingston that her account may have been subject to fraud and halted all outgoing wire transfers from her account that were initiated that day.

53. Wells Fargo advised Ms. Livingston that they would immediately place a hold on the wire transfers that day.

54. At that moment, Wells Fargo should have also immediately recalled all prior wire transfers to the Bank of Bangkok.

55. Instead, Wells Fargo negligently waited at least several days to attempt to call back the previous wire transfers from Ms. Livingston's account.

56. The delay resulted in the failure to halt the last wire transfer.

57. Wells Fargo Wells Fargo was negligent as follows:

- a. failing to monitor Ms. Livingston's Wells Fargo account for suspicious, irregular, fraudulent, and/or unauthorized activity;
- b. failing to timely recognize that patently suspicious, irregular, fraudulent, and/or unauthorized activity was occurring within Ms. Livingston's account as detailed herein;

- c. failing to protect Ms. Livingston's funds by timely terminating or suspending wire transfers and/or freezing her account or taking any other reasonable step to halt the fraud that was plaguing Ms. Livingston's Wells Fargo account;
- d. failing to reasonably investigate the reason why Ms. Livingston was wiring a significant portion of her savings to the Bank of Bangkok in multiple separate, but successive, transactions when she had never wired any amount in the past; and
- e. failing to reasonably investigate as to why a Zelle transfer was remotely initiated from Ms. Livingston's account despite her never using Zelle before.

58. As a direct result of Wells Fargo's breach of its duty of care and breach of the Deposit Account Agreement, Ms. Livingston lost four hundred and fifty thousand dollars (\$450,000), which should have been easily detected and prevented by Wells Fargo.

**COUNT I**  
**NEGLIGENCE/ VOLUNTARY ASSUMPTION OF DUTY**  
**LIVINGSTON v. WELLS FARGO**

59. Plaintiff hereby incorporates by reference all prior paragraphs as if set forth fully at length herein.

60. Wells Fargo, a depository institution, owed a duty to Ms. Livingston as a depositor and longtime customer of its bank.

61. Wells Fargo, as a financial institution, owes its customers, including Ms. Livingston, a duty and/or voluntarily assumed a duty to act with ordinary and reasonable care.

62. In modern-day banking, this includes reasonably protecting depositors from fraud.

63. In that regard, Wells Fargo undertook the duty to reasonably protect their customers, including Ms. Livingston, from fraud; especially when the customer's accounts are displaying seriously irregular banking activity, including, but not limited to the wiring of

\$50,000 to the Bank of Bangkok by a customer that has never engaged in numerous short term wire transactions of significant amounts of money before.

64. The duty of care Wells Fargo owed to Ms. Livingston was breached when Wells Fargo permitted remote access to Ms. Livingston's online bank account(s) and allowed an unauthorized change of Ms. Livingston's online banking password.

65. This duty was further breached when Wells Fargo allowed unauthorized access (on multiple occasions) to Ms. Livingston's account which resulted in the unauthorized transfers of hundreds of thousands of dollars from Ms. Livingston's savings account to her checking account. Ms. Livingston was never notified of these transfers in her account.

66. Wells Fargo further breached its duty to Ms. Livingston when it allowed Ms. Livingston, a long-time and elderly customer of the bank, to wire a total of four hundred and fifty thousand (\$450,000) – in nine (9) separate wire transfers – to the Bank of Bangkok without meaningfully investigating and/or questioning the validity of the wire transfers.

67. Wells Fargo was further negligent and thereby breached its duty of care to Ms. Livingston by not promptly declining, preventing, suspending, freezing or delaying the fraudulent and unauthorized transactions, once it became aware of the fraud.

68. Wells Fargo was further negligent and in breach of its duty of care to Plaintiff when it failed to immediately recall the wire transfers when it finally became aware of the fraud.

69. Instead, Wells Fargo negligently waited at least several days to attempt to call back the previous wire transfers from Ms. Livingston's account.

70. The delay resulted in the failure to halt the wire transfer.



71. As a direct result of Wells Fargo's negligence, Ms. Livingston suffered from significant stresses and anxieties when it was discovered that approximately \$450,000 was transferred without her authorization from her bank accounts.

72. As a direct result of Defendant's conduct, Plaintiff suffered emotional damages, including sleep disturbances, stresses and anxieties.

**WHEREFORE**, Plaintiff respectfully requests the Court to enter judgment against the Defendant Wells Fargo in an amount well in excess of \$50,000 that will fully and fairly compensate Plaintiff, plus pre- and post-judgment interest, costs of suit and such further relief deemed just and equitable by the Court.

**COUNT II**  
**BREACH OF CONTRACT**  
**LIVINGSTON v. WELLS FARGO**

73. Plaintiff hereby incorporates by reference all prior paragraphs as if set forth fully at length herein.

74. Pursuant to Wells Fargo's Deposit Account Agreement, Wells Fargo also owed a contractual duty to Ms. Livingston. *See* Deposit Account Agreement, attached as **Exhibit "A."**

75. In the Deposit Account Agreement, Wells Fargo assures its customers that it has the capabilities to thwart the exact fraud that has plagued Ms. Livingston.

76. Specifically, the Deposit Account Agreement makes assurances to its patrons that Wells Fargo will protect its customers from fraudulent actors "if [it] suspect[s] any suspicious, irregular, unauthorized, fraudulent, or unlawful activities, [because it] can decline, prevent, or delay any or all transactions to or from [a customer's] account, freeze all or some of the funds in [a customer's] account and other accounts with [it] that [a customer] maintain[s] or control[s],

and otherwise restrict access to [a customer's] account.” Wells Fargo further promises that it “may take these actions in [its] sole discretion[.]” *Id.*

77. The Deposit Account Agreement also assures its customers that Wells Fargo “can terminate or suspend services (e.g., wire transfers) related to [a customer] account without closing [the] account and without prior notice [to the customer].” *Id.*

78. Wells Fargo should have recognized that Ms. Livingston’s funds were suspiciously being transferred from her savings account to her checking account, then being wired out of her checking account in \$50,000 increments to the Bank of Bangkok.

79. **This happened in nine (9) successive wire transactions – that took place over the course of multiple days – without any intervention from Wells Fargo.**

80. Ms. Livingston had never wired money before this incident.

81. Wells Fargo therefore breached the Deposit Account Agreement.

82. Furthermore, Wells Fargo should have restricted access to Ms. Livingston’s account once it was being accessed remotely by a fraudster and/or immediately upon the fraudster suspiciously transferring funds from Ms. Livingston’s savings to her checking account.

83. Wells Fargo failed to take appropriate actions as set forth in the Deposit Account Agreement.

84. As a direct and proximate result of Defendant’s breach, Ms. Livingston sustained damages, resulting in a loss of \$450,000.

**WHEREFORE**, Plaintiff respectfully requests the Court to enter judgment against the Defendant Wells Fargo in an amount well in excess of \$50,000 that will fully and fairly compensate Plaintiff, plus pre- and post-judgment interest, costs of suit, and such further relief deemed just and equitable by the Court.

**COUNT III**  
**VIOLATION OF THE PENNSYLVANIA UNFAIR TRADE PRACTICES AND**  
**CONSUMER PROTECTION LAW PURSUANT TO 73 PS § 201-3, et seq.**  
**LIVINGSTON v. WELLS FARGO**

85. Plaintiff hereby incorporates by reference all prior paragraphs as if set forth fully at length herein.

86. The UTPCPL prohibits “unfair or deceptive acts or practices in the conduct of any trade or commerce.” 73 P.S. § 201-3.

87. Pursuant to section 2 of the UTPCPL, “(xxi) Engaging in any [ . . . ] fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding” constitutes an unfair or deceptive act or practice. 73 P.S. § 201-2.

88. Furthermore, “[a]ny person who purchases or leases goods or services primarily for personal, family or household purposes and thereby suffers any ascertainable loss of money or property, real or personal, as a result of the use or employment by any person of a method, act or practice declared unlawful [ . . . ] may bring a private action to recover actual damages.” 73 P.S. § 201-9.2, Part 1 of 2.

89. Wells Fargo has engaged in deceptive conduct when it represented that it will protect its customers from fraud.

90. At all times material hereto, Ms. Livingston justifiably relied on Wells Fargo’s representations that it will protect her accounts from irregular and suspicious activity or fraudulent scams.

91. In that regard, Wells Fargo assures its depositors in a Deposit Account Agreement that if “any suspicious, irregular, unauthorized, fraudulent, or unlawful activities [is suspected in a customer’s account], [it] can decline, prevent, or delay any or all transactions to or from [the] account, freeze all or some of the funds in [the] account and other accounts . . . that [a customer]

maintain[s] or control[s], and otherwise restrict access to [the] account.” Wells Fargo further promises that it “may take these actions in [its] sole discretion[.]” *See* Deposit Account Agreement, **Exhibit “A.”**

92. Ms. Livingston, an elderly customer of Wells Fargo, relied on these promises and deposited significant funds into her Wells Fargo account, confident that if suspicious, irregular, unauthorized, or fraudulent activity was occurring in her account, Wells Fargo would promptly act to protect her funds.

93. As a result of Wells Fargo’s deceptive conduct and Ms. Livingston’s reliance on that conduct, she has lost \$450,000.

94. In addition to the Deposit Account Agreement, Wells Fargo further promises its customers a “guarantee” that they will be “reimbursed for 100% of funds removed from [their] Wells Fargo accounts . . .” if an unauthorized person fraudulently removes those funds through Wells Fargo’s Online Services. *See* Online Security Guarantee, attached as **Exhibit “B.”**

95. Wells Fargo promises that so long as the customer (1) does not disclose their personal account information to others, (2) reports any incidents of unauthorized access or fraud to Wells Fargo within 60 days after receiving the impacted account statement, and (3) fully cooperates with Wells Fargo employees during the claim process, they will be **fully** reimbursed their lost funds.

96. Wells Fargo deceived Ms. Livingston by assuring her that they would reimburse her for all losses caused by fraud stemming from her Wells Fargo online services.

97. Now that Ms. Livingston has lost \$450,000 as a result of remote access to her online services, Wells Fargo has refused to reimburse her for the loss as promised in the Online Security Guarantee. *Id.*

98. Wells Fargo's representations to Ms. Livingston were false and she justifiably relied on them to her detriment.

99. As a direct result of Defendant's conduct, Ms. Livingston sustained damages of \$450,000.00.

**WHEREFORE**, Plaintiff respectfully requests the Court to enter judgment against the Defendant Wells Fargo in an amount well in excess of \$50,000 that will fully and fairly compensate Plaintiff, plus pre- and post-judgment interest, attorneys' fees, treble damages, costs of suit, and such further relief deemed just and equitable by the Court.

**JURY TRIAL DEMAND**

100. Plaintiff hereby demands a jury trial of twelve (12) jurors.

**BOCHETTO & LENTZ, P.C.**

*/s/ Vincent van Laar*

Date: August 2, 2021

By: \_\_\_\_\_  
Gavin P. Lentz, Esquire  
Vincent van Laar, Esquire  
Matthew L. Minsky, Esquire  
*Attorneys for Plaintiff*

**VERIFICATION**

I, Mary Linda Livingston, verify that the statements made in the foregoing Complaint, to the best of my knowledge, are true and correct. I understand that false statements made herein are subject to the penalties of 18 Pa. C.S.A. '4904 relating to unsworn falsification to authorities.

Date: 6/21/21

Mary Linda Livingston  
Mary Linda Livingston

# Exhibit “A”

**WELLS  
FARGO**

Effective November 9, 2020

# Deposit Account Agreement

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Important legal information,  
disclosures, and terms you need to  
know

Case ID: 21080004





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## Introduction

### Welcome to Wells Fargo

You have many choices when selecting a financial institution, and we are glad you chose Wells Fargo Bank, N.A. We value our relationship with you and hope we answered all your questions when you opened your account. Whether you are opening a new account or currently have a Consumer or Business deposit account, please review this account agreement for further details regarding your account and related services.

### What words do we use to refer to the customer, this account agreement, and Wells Fargo?

- The customer is the “account owner,” “you,” “your,” or “yours.”
- Wells Fargo Bank, N.A. is “Wells Fargo,” “the Bank,” “we,” “us,” or “our.”
- This account agreement and the disclosures listed below constitute the “Agreement”:
  - The Consumer Account Fee and Information Schedule (“Consumer Schedule”) or the Business Account Fee and Information Schedule (“Business Schedule”), which explain our fees and provide additional information about our accounts and services,
  - Our Privacy Policy,
  - Our rate sheet for interest-earning accounts, and
  - Any additional disclosures we provide to you about your account and related services, including any addenda to the Agreement or to the Consumer Schedule or Business Schedule, as applicable.

### Words with specific meanings

Certain words have specific meanings as they are used throughout this Agreement. These words and their meanings are defined in this section.

**ACH transaction:** An ACH transaction is a deposit or payment (withdrawal) presented through the Automated Clearing House (ACH) network, an electronic network for financial transactions in the United States.

**Authorized signer:** An authorized signer is a person who has your actual or apparent authority to use your account even if they have not signed the account application.

**Available balance:** Your account’s available balance is our most current record of the amount of money available for your use or withdrawal. For more information, please see the section entitled “How do we determine your account’s available balance?” in this Agreement.

**Business account:** A business account is any deposit account, other than one of Wells Fargo’s commercial deposit accounts, which is not established and maintained for personal, family, or household purposes. A business account is typically owned by an individual acting as a sole proprietor, a partnership, a limited partnership, a limited liability partnership, a limited liability company, a corporation, a joint venture, a non-profit corporation, an employee benefit plan, or a governmental unit including an Indian tribal entity.

**Business day:** Every day is a business day except Saturday, Sunday, and federal holidays.

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**Card:** This term includes every type of consumer and business debit and ATM card we may issue. For Wells Fargo Campus Card<sup>SM</sup> Program customers, this term also includes any card that your college or university may issue to you that can be linked for Wells Fargo banking functionality. This term does not include any prepaid cards or the business deposit card unless otherwise noted.

**Consumer account:** A consumer account is any deposit account which is established and maintained for personal, family, or household purposes and is not intended for business use. A consumer account is typically owned by an individual, or jointly with other individuals.

**Item:** An item is an order, instruction, or authorization to withdraw or pay funds or money from an account. Examples include a check, draft, and an electronic transaction (including ACH), an ATM withdrawal, and a purchase using a card to access an account). An item also includes a purported order, instruction, or authorization to withdraw or pay funds or money from an account, unless otherwise prohibited by law or regulation.

**Overdraft:** An overdraft is a negative balance in your account.

## What information does the Agreement contain?

### The Agreement

- Explains the terms of your banking relationship with Wells Fargo,
- Is the Agreement between Wells Fargo and you for your account and any services,
- Replaces all prior deposit agreements including any oral or written representations, and
- Includes legal information about your banking relationship with Wells Fargo.

You are responsible for ensuring that any authorized signer on your account(s) is familiar with the Agreement.

We suggest you retain a copy of the Agreement — and any further information we provide you regarding changes to the Agreement — for as long as you maintain your Wells Fargo accounts.

## Are we allowed to change the Agreement?

Yes, we can change the Agreement by adding new terms or conditions, or by modifying or deleting existing ones. We refer to each addition, modification, or deletion to the Agreement as a modification.

**Notice of a modification:** If we are required to notify you of a modification to the Agreement, we will describe the modification and its effective date by a message within your account statement or any other appropriate means.

**Waiver of a term of the Agreement:** We may agree in writing to waive a term of the Agreement, including a fee. This is called a waiver. We may revoke any waiver upon notice to you.

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### **How do you consent to the Agreement and any future modification to the Agreement?**

By signing the application for a deposit account or using your account or service you consent to the terms of this Agreement. Continuing to maintain or use the account or service after a modification to the Agreement or removal of a fee waiver becomes effective is considered your consent to those changes. A copy of the current Agreement will include modifications described in your account statement or otherwise communicated to you. You can obtain a copy of the current Agreement anytime by requesting it from a banker or at [wellsfargo.com](https://www.wellsfargo.com).

### **What happens if a term of the Agreement is determined to be invalid?**

Any term of the Agreement that is inconsistent with the laws governing your account will be considered to be modified by us and applied in a manner consistent with such laws. Any term of the Agreement that a court of competent jurisdiction determines to be invalid will be modified accordingly. In either case, the modification will not affect the enforceability or validity of the remaining terms of the Agreement.

### **With whom will we communicate about your account?**

We may provide you or an authorized signer with information about your account. When we receive information from an authorized signer, we treat it as a communication from you. You agree to notify us promptly in writing if an authorized signer no longer has authority on your account.

## Resolving disputes through arbitration

(Consumer accounts only)

### Arbitration Agreement between you and Wells Fargo

If you have a dispute, we hope to resolve it as quickly and easily as possible. First, discuss your dispute with a banker. If your banker is unable to resolve your dispute, you agree that either Wells Fargo or you can initiate arbitration as described in this section.

**Definition:** Arbitration means an impartial third party will hear the dispute between Wells Fargo and you and provide a decision. Binding arbitration means the decision of the arbitrator is final and enforceable. A dispute is any unresolved disagreement between Wells Fargo and you. A dispute may also include a disagreement about this Arbitration Agreement's meaning, application, or enforcement.

**Wells Fargo and you each agrees to waive the right to a jury trial or a trial in front of a judge in a public court.** This Arbitration Agreement has only one exception: Either Wells Fargo or you may still take any dispute to small claims court.

Arbitration is beneficial because it provides a legally binding decision in a more streamlined, cost-effective manner than a typical court case. But, the benefit of arbitration is diminished if either Wells Fargo or you refuse to submit to arbitration following a lawful demand. Thus, the party that does not agree to submit to arbitration after a lawful demand must pay all of the other party's costs and expenses for compelling arbitration.

### Can either Wells Fargo or you participate in class or representative actions?

**No, neither Wells Fargo nor you will be entitled to join or consolidate disputes by or against others as a representative or member of a class, to act in any arbitration in the interests of the general public, or to act as a private attorney general.**

If any provision related to a class action, class arbitration, private attorney general action, other representative action, joinder, or consolidation is found to be illegal or unenforceable, the entire Arbitration Agreement will be unenforceable.

### What rules apply to arbitration?

Wells Fargo and you each agrees that

- The American Arbitration Association (AAA) will administer each arbitration and the selection of arbitrators according to the AAA's Consumer Arbitration Rules (AAA Rules).
- If there are any differences between the AAA Rules and this Arbitration Agreement, this Arbitration Agreement applies. If this Arbitration Agreement is in dispute, the arbitrator will decide whether it is enforceable.
- Wells Fargo and you are participating in commercial transactions involving the movement of money or goods among states.
- The Federal Arbitration Act (Title 9 of the United States Code) governs this Arbitration Agreement and any arbitration between Wells Fargo and you. If the Act or any part of it is inapplicable, unenforceable or invalid, the state laws governing your relationship with Wells Fargo govern this Arbitration Agreement.

Either Wells Fargo or you may submit a dispute to binding arbitration at any time, regardless of whether a lawsuit or other proceeding has previously begun. For information on initiating arbitration, contact the AAA at 1-800-778-7879.

Each arbitrator must be a licensed attorney with expertise in the laws applicable to the dispute's subject matter. The arbitrator will make a decision regarding the dispute based on applicable law, including any statutes of limitations. The arbitrator may award to either Wells Fargo or you any award or relief provided for by law.

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## Resolving disputes through arbitration (Consumer accounts only)

No person participating in an arbitration can disclose the arbitration's existence, content, subject, or results, except as required in a party's ordinary course of business or by law.

### Who pays the arbitration fees and expenses?

Arbitration fees and expenses are explained here:

- **Setting the fees/expenses:** The arbitration administrator determines the rules and procedures for deciding who pays the arbitration fees, unless limited by applicable law. Please check with the arbitration administrator to determine the fees applicable to any arbitration you file.
- **Applying state law:** The laws governing your account may limit the amount of fees and expenses you are required to pay in arbitration. Your arbitration fees and expenses will not exceed any applicable limits.
- **Paying for attorney/expert/witness fees:** Unless applicable laws state otherwise, each party will pay its own attorney, expert, and witness fees. This rule applies no matter which party wins arbitration.

### What other rights do Wells Fargo or you have when resolving disputes?

Wells Fargo or you each can exercise any lawful rights or use other available remedies to

- Preserve or obtain possession of property,
- Exercise self-help remedies, including setoff rights, or
- Obtain provisional or ancillary remedies such as injunctive relief, attachment, garnishment, or appointment of a receiver by a court of competent jurisdiction.

### Where will an arbitration be held?

An arbitration will be held in the state whose laws govern your account.

## Resolving disputes through arbitration

(Business accounts only)

### Arbitration Agreement between you and Wells Fargo

If you have a dispute, we hope to resolve it as quickly and easily as possible. First, discuss your dispute with a banker. If your banker is unable to resolve your dispute, you agree that either Wells Fargo or you can initiate arbitration as described in this section.

**Definition:** Arbitration means an impartial third party will hear the dispute between Wells Fargo and you and provide a decision. Binding arbitration means the decision of the arbitrator is final and enforceable. A “dispute” is any unresolved disagreement between Wells Fargo and you. A “dispute” may also include a disagreement about this Arbitration Agreement’s meaning, application, or enforcement.

Except as stated in “No waiver of self-help or provisional remedies” below, Wells Fargo and you agree, at Wells Fargo’s or your request, to submit to binding arbitration all claims, disputes, and controversies between or among Wells Fargo and you (and their respective employees, officers, directors, attorneys, and other agents), whether in tort, contract or otherwise arising out of or relating in any way to your account(s) and/or service(s), and their negotiation, execution, administration, modification, substitution, formation, inducement, enforcement, default, or termination (each, a “dispute”).

**DISPUTES SUBMITTED TO ARBITRATION ARE NOT RESOLVED IN COURT BY A JUDGE OR JURY. TO THE EXTENT ALLOWED BY APPLICABLE LAW, WELLS FARGO AND YOU EACH IRREVOCABLY AND VOLUNTARILY WAIVE THE RIGHT EACH MAY HAVE TO A TRIAL BY JURY FOR ANY DISPUTE ARBITRATED UNDER THIS AGREEMENT.**

Aside from self-help remedies, this Arbitration Agreement has only one exception: Either Wells Fargo or you may still take any dispute to small claims court.

Arbitration is beneficial because it provides a legally binding decision in a more streamlined, cost-effective manner than a typical court case. But, the benefit of arbitration is diminished if either Wells Fargo or you refuse to submit to arbitration following a lawful demand. Thus, the party that does not agree to submit to arbitration after a lawful demand by the other party must pay all of the other party’s costs and expenses for compelling arbitration.

### Can either Wells Fargo or you participate in class or representative actions?

No, Wells Fargo and you agree that the resolution of any dispute arising pursuant to the terms of this Agreement will be resolved by a separate arbitration proceeding and will not be consolidated with other disputes or treated as a class. Neither Wells Fargo nor you will be entitled to join or consolidate disputes by or against others as a representative or member of a class, to act in any arbitration in the interests of the general public, or to act as a private attorney general. If any provision related to a class action, class arbitration, private attorney general action, other representative action, joinder, or consolidation is found to be illegal or unenforceable, the entire Arbitration Agreement will be unenforceable.

### What rules apply to arbitration?

Wells Fargo and you each agree that the arbitration will:

- Proceed in a location mutually agreeable to Wells Fargo and you, or if the parties cannot agree, in a location selected by the American Arbitration Association (AAA) in the state whose laws govern your account

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## Resolving disputes through arbitration (Business accounts only)

- Be governed by the Federal Arbitration Act (Title 9 of the United States Code), notwithstanding any conflicting choice of law provision in any of the documents between Wells Fargo and you
- Be conducted by the AAA, or such other administrator as Wells Fargo and you will mutually agree upon, in accordance with the AAA's commercial dispute resolution procedures, unless the claim or counterclaim is at least \$1,000,000 exclusive of claimed interest, arbitration fees and costs in which case the arbitration will be conducted in accordance with the AAA's optional procedures for large, complex commercial disputes (the commercial dispute resolution procedures or the optional procedures for large, complex commercial disputes to be referred to, as applicable, as the "rules").

If there is any inconsistency between the terms hereof and any such rules, the terms and procedures set forth herein will control. Any party who fails or refuses to submit to arbitration following a lawful demand by any other party will bear all costs and expenses incurred by such other party in compelling arbitration of any dispute. Nothing contained herein will be deemed to be a waiver by Wells Fargo of the protections afforded to it under 12 U.S.C. Section 91 or any similar applicable state law.

### No waiver of self-help or provisional remedies

This arbitration requirement does not limit the right of Wells Fargo or you to:

1. Exercise self-help remedies, including setoff or
2. Obtain provisional or ancillary remedies such as injunctive relief or attachment, before, during, or after the pendency of any arbitration proceeding.

This exclusion does not constitute a waiver of the right or obligation of either party to submit any dispute to arbitration or reference hereunder, including those arising from the exercise of the actions detailed in (1) and (2) above.

### What are the Arbitrator qualifications and powers?

Any dispute in which the amount in controversy is \$5,000,000 or less will be decided by a single arbitrator selected according to the rules, and who will not render an award of greater than \$5,000,000. Any dispute in which the amount in controversy exceeds \$5,000,000 will be decided by majority vote of a panel of three arbitrators; provided however, that all three arbitrators must actively participate in all hearings and deliberations. Each arbitrator will be a neutral attorney licensed in the state whose laws govern your account, or a neutral, retired judge in such state, in either case with a minimum of ten years experience in the substantive law applicable to the subject matter of the dispute to be arbitrated. The arbitrator(s) will determine whether or not an issue is arbitratable and will give effect to the statutes of limitation in determining any claim. In any arbitration proceeding the arbitrator(s) will decide (by documents only or with a hearing at the discretion of the arbitrator(s)) any pre-hearing motions which are similar to motions to dismiss for failure to state a claim or motions for summary adjudication. The arbitrator(s) will resolve all disputes in accordance with the substantive law of the state whose laws govern your account and may grant any remedy or relief that a court of such state could order or grant within the scope hereof and such ancillary relief as is necessary to make effective any award. The arbitrator(s) will also have the power to award recovery of all costs and fees, to impose sanctions, and to take such other action as deemed necessary to the same extent a judge could pursuant to the federal rules of civil procedure, the state rules of civil procedure for the state whose laws govern your account, or other applicable law. Judgment upon the award rendered

## Resolving disputes through arbitration

(Business accounts only)

by the arbitrator(s) may be entered in any court having jurisdiction. The institution and maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy will not constitute a waiver of the right of any party, including the plaintiff, to submit the controversy or claim to arbitration if any other party contests such action for judicial relief.

### Is discovery permitted in arbitration?

Yes, in any arbitration proceeding, discovery will be permitted in accordance with the rules. All discovery will be expressly limited to matters directly relevant to the dispute being arbitrated and must be completed no later than 20 days before the hearing date. Any requests for an extension of the discovery periods, or any discovery disputes, will be subject to final determination by the arbitrator upon a showing that the request for discovery is essential for the party's presentation and that no alternative means for obtaining information is available.

### Who pays the arbitration fees and expenses?

The arbitrator will award all costs and expenses of the arbitration proceeding.

### Are there additional rules for an arbitration proceeding?

Yes, to the maximum extent practicable, the AAA, the arbitrator(s), Wells Fargo and you will take all action required to conclude any arbitration proceeding within 180 days of the filing of the dispute with the AAA. The arbitrator(s), Wells Fargo or you may not disclose the existence, content, or results thereof, except for disclosures of information by Wells Fargo or you required in the ordinary course of business, by applicable law or regulation, or to the extent necessary to exercise any judicial review rights set forth herein. If more than one agreement for arbitration by or between Wells Fargo and you potentially applies to a dispute, the arbitration agreement most directly related to your account or the subject matter of the dispute will control. This arbitration agreement will survive the closing of your account or termination of any service or the relationship between Wells Fargo and you.

### Do Wells Fargo and you retain the right to pursue in small claims court certain claims?

Yes, notwithstanding anything to the contrary, Wells Fargo and you each retains the right to pursue in small claims court a dispute within that court's jurisdiction. Further, this arbitration agreement will apply only to disputes in which either party seeks to recover an amount of money (excluding attorneys' fees and costs) that exceeds the jurisdictional limit of the small claims court.

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### What laws govern your account?

The laws governing your account include

- Laws, rules, and regulations of the United States, and
- Laws of the state where you opened your account (without regard to conflict of laws principles).

For consumer and business accounts (except analyzed business accounts), your account statement will identify the state whose laws govern your account. If a different state law applies, we will notify you.

Any funds transfer (including a wire transfer) that is a remittance transfer as defined in Regulation E, Subpart B, will be governed by the laws of the United States and, to the extent applicable, the laws of the state of New York, including New York's version of Article 4A of the Uniform Commercial Code, without regard to its conflict of laws principles.

### What is the controlling language of our relationship?

English is the controlling language of our relationship with you. Items you write such as checks or withdrawal slips must be written in English. For your convenience, we may translate some forms, disclosures, and advertisements into another language. If there is a discrepancy between our English-language and translated materials, the English version prevails over the translation.

### What agreement applies when there is a separate agreement for a service?

If a service we offer has a separate agreement, and there is a conflict between the terms of the Agreement and the separate agreement, the separate agreement will apply.

### What courts may be used to resolve a dispute?

Wells Fargo and you each agree that any lawsuits, claims, or other proceedings arising from or relating to your account or the Agreement, including the enforcement of the Arbitration Agreement and the entry of judgment on any arbitration award, will be venued exclusively in the state or federal courts in the state whose laws govern your account, without regard to conflict of laws principles.

### How will we contact you about your account?

In order for us to service your account or collect any amount you owe, you agree that we may contact you by phone, text, email, or mail. We are permitted to use any address, telephone number or email address you provide. You agree to provide accurate and current contact information and only give us phone numbers and email addresses that belong to you.

When you give us a phone number, you are providing your express consent permitting us (and any party acting on behalf of Wells Fargo) to contact you at the phone number you provide. We may call you and send you text messages. When we call you, you agree that we may leave prerecorded or artificial voice messages. You also agree that we may use automatic telephone dialing systems in connection with calls or text messages sent to any telephone number you give us, even if the telephone number is a mobile phone number or other communication service for which the called party is charged.

## Statements and other information relating to your deposit account

### How do we make available account statements and other notices to you?

We will mail, send electronically, or otherwise make available to you an account statement reflecting your account activity for each statement period. We'll do the same with notices. We will send all account statements and notices to the postal or electronic address associated with your account.

**Combined account statements:** To reduce the number of separate account statements you receive each month, we may combine statements if you have more than one deposit account.

- **If we provide a combined account statement for your accounts,** we consider the first account listed on your statement as your primary account. You will receive your account statement at the address listed for your primary account. Statements for accounts in a combined statement will be delivered according to the delivery preference of the primary account. Note: Any person with online access to the primary account will also have online viewing capability to all the information on the combined statement.
- **If you do not want us to automatically combine your account statements,** you can opt-out by visiting a banking location or calling the number on your account statement.

#### **Account statements and notices for accounts owned by more than one owner:**

When an account has more than one owner, we will send or otherwise make available account statements and notices to only one owner. The owner receiving this information is responsible for sharing copies of the information with other owners. We may as a courtesy provide additional copies electronically. When the account owner requests that we send notices to an authorized signer, the authorized signer is responsible for providing copies to all account owners.

### Statement period and fee period changes for checking and non-IRA savings accounts

We may change the statement period and fee period assigned to your account without advance notification. If your account earns interest, these changes will not affect interest calculations, but they may affect the date we post interest to your account.

For all accounts except analyzed business checking, if the first new fee period created by our change is fewer than 25 days, the Bank will automatically waive the monthly service fee for that period.

### When is your account statement considered received?

**Mailed account statements:** When we mail your account statement, we consider it received by you on the second business day after mailing it.

**Electronic delivery of account statements:** Account statements will be made available through Wells Fargo Online® Banking or Wells Fargo Business Online®, as applicable, 24 – 48 hours after the end of the statement period. You will be notified via email that the account statement is available for viewing. We consider the account statement to be received by you when it is available online.

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## Statements and other information relating to your deposit account

### What happens if your account statements or notices are returned or are undeliverable?

Your account statements or notices will be considered unclaimed or undeliverable if

- Two or more account statements or notices are returned to us through the mail because of an incorrect address; or
- We notify you electronically that your account statement is available for viewing at Wells Fargo Online Banking or Wells Fargo Business Online, as applicable, and we receive email notifications that our message is undeliverable.

In either event, we may

- Discontinue sending account statements and notices, and
- Destroy account statements and notices returned to us as undeliverable.

We will not attempt to re-deliver account statements and notices to you until you provide us with a valid postal or electronic address.

### How can you or Wells Fargo change your address for your account?

**Address change requests you make:** You agree to promptly notify us of any change in your postal or email address by notifying us in writing or calling us at the number on your account statement at any time. If you have a combined account statement, any owner of the first account (primary account) can change the address of all accounts included in the combined account statement. We will act on your request within a reasonable time after we receive it. Unless you instruct otherwise, we may change the postal or electronic address only for the account(s) you specify or for all or some of your other account(s) with us.

**Address changes we make:** We may update your listed address without a request from you if we

- Receive an address change notice from the U.S. Postal Service,
- Receive information from another party in the business of providing correct address details that does not match the listed address for your account or card, or
- Identify a need to rely on another address you have provided us.

### What obligations do you have to review account statements and notices and notify us of errors?

You are obligated to:

- Examine your account statement promptly and carefully.
- Notify us promptly of any errors.
- Notify us within 30 days after we have made your account statement available to you of any unauthorized transaction on your account. Note: If the same person has made two or more unauthorized transactions and you fail to notify us of the first one within this 30 day period, we will not be responsible for unauthorized transactions made by the same wrongdoer.
- Notify us within six months after we have made your account statement available to you if you identify any unauthorized, missing or altered endorsements on your items.

For specific information on unauthorized card transactions, see the “Helping protect your card” section in the “Debit cards and ATM cards” part of this Agreement.

## Statements and other information relating to your deposit account

**Consumer accounts only:** Electronic fund transfers are subject to different time periods for notification of errors, as described in the “Electronic fund transfer services” part of this Agreement. Common examples of electronic fund transfers are ATM, debit card, and Online Bill Pay transactions.

### What happens if you fail to notify us of an unauthorized transaction within the time frames specified above?

If you fail to notify us of any unauthorized transaction, error, or claim for a credit or refund within the time frames specified above, your account statement will be considered correct and we will not be responsible for any unauthorized transaction, error, or claim for transactions included in the applicable statement.

### When is a transaction unauthorized?

A transaction is an unauthorized transaction when it is

- Missing a required signature or other evidence showing you have authorized it, or
- Altered (for example, the amount of a check or the payee’s name is changed).

You can notify us of errors on your account statements by promptly

- Calling the telephone number listed on your account statement or in a notice, or
- Submitting a written report (if instructed by us) as soon as possible, but in any event within the specified time frames.

### What happens when you report an unauthorized transaction?

We investigate any reports of unauthorized activity on your account. After you submit a claim, we may require you to:

- Complete and return the claim form and any other documents we require,
- Notify law enforcement, and
- Cooperate fully with us in our investigation.

We can reverse any credit made to your account resulting from a claim of unauthorized transaction if you do not cooperate fully with us in our investigation or recovery efforts, or we determine the transaction was authorized.

For specific information on unauthorized card transactions, see the “Helping protect your card” section in the “Debit cards and ATM cards” part of this Agreement.

**Consumer accounts only:** For specific information on unauthorized electronic fund transfers, see the “Electronic fund transfer services” part of this Agreement.

### Is there a risk of losses as a result of unauthorized items on your account?

Yes, you acknowledge that there is a growing risk of losses resulting from unauthorized items.

### Protection against unauthorized items

#### Are you responsible for taking reasonable steps to help prevent fraud on your account?

Yes, you agree to take reasonable steps to ensure the integrity of your account and items drawn on your account or deposited to it. You acknowledge that there is a

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## Statements and other information relating to your deposit account

growing risk of losses resulting from unauthorized items. To help prevent fraud and protect your assets, we recommend that you take these preventive measures:

- Reconcile statements for your account as you receive them and notify us promptly of any problem.
- Contact us promptly if you do not receive the statement for your account when you would normally expect it.
- Secure your supply of checks at all times. Stolen checks are a common method of fraud.
- Destroy any check that you do not intend to use.
- Use tamper resistant checks at all times.
- Do not sign blank checks.

This is not an exhaustive list and there may be additional preventive measures you may take to prevent fraud and protect your accounts.

### **Additional terms - Protection against unauthorized items**

(Business customers only):

#### **Are there additional steps business customers can take to help reduce the risk of fraud on their account?**

Yes, in addition to the preventive measures described in the section above titled, "Are you responsible for taking reasonable steps to help prevent fraud on your account?", we also recommend that customers with business accounts follow these preventive measures to reduce their exposure to fraud:

- Assign responsibilities for your business account to multiple individuals. The individuals who reconcile statements for your business account should be different from those individuals who issue items drawn on your business account.
- Watch for checks cashed out of sequence or made out to cash. These are classic red flags for embezzlement.
- Periodically reassign accounting duties such as reconciling your business account or making a deposit.
- Review your transaction activity for unexpected fluctuations. For example, compare the percentage of cash deposits to total deposit size. Most businesses will maintain a constant average. A large fluctuation might indicate embezzlement.
- Notify us promptly when an authorized signer's authority ends so that his/her name can be removed from all signature cards and online banking access, and any cards that we have issued to him/her can be cancelled.
- Obtain insurance coverage for bank account fraud risks.

#### **Does Wells Fargo offer any services to help prevent fraud on analyzed business accounts?**

Yes, we offer services for analyzed business accounts that provide effective means for controlling the risk from unauthorized items. Examples of these services include:

- Positive pay, positive pay with payee validation, or reverse positive pay
- ACH fraud filter, and
- Payment Authorization service.

In addition, we may recommend you use certain fraud prevention practices to reduce your exposure to fraud. Each of these practices is an "industry best practice." Dual custody is an example of an industry best practice. With dual custody, when one user

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initiates an action like a payment or a change in the set-up of a service, the action does not take effect until a second user approves the action using a different computer or mobile device than the one used to initiate the action.

### **What are potential consequences if a business customer does not implement the fraud prevention services or industry best practices Wells Fargo has recommended?**

If we have expressly recommended that you use a fraud prevention service or industry best practice and you either (a) decide not to implement or use the recommended service or industry best practice or (b) fail to use it in accordance with the applicable service description or our other applicable documentation, then you will be treated as having assumed the risk of any losses that could have been prevented or mitigated by correct use of the recommended service or best practice.

### **When are notices you send to us effective?**

Any notice from you is effective once we receive it and have a reasonable opportunity to act on it.

### **Are original paid checks returned with account statements?**

No. We do not return original paid checks with your account statements. Copies of your paid checks are available through Wells Fargo Online Banking or Wells Fargo Business Online, by calling Wells Fargo Phone Bank or Wells Fargo National Business Banking Center, banking locations, or by enrolling in our check images with statements service. Fees may apply for this service.

### **When does your account become dormant?**

#### **Checking accounts, savings accounts, and Time Accounts (CDs)**

Generally, an account with a positive balance becomes dormant if you do not initiate an account-related activity for 12 months for a checking account, 34 months for a savings account, or 34 months after the first renewal for a Time Account. An account-related activity is determined by the laws governing your account. Examples of account-related activity are depositing or withdrawing funds at a banking location or ATM, or writing a check which is paid from the account. Automatic transactions set up on the account (including recurring and one-time), such as pre-authorized transfers/payments and electronic deposits (including direct deposits), do not prevent the account from becoming dormant, unless otherwise specified by state law.

#### **Individual Retirement Accounts (IRAs) and Education Savings Accounts (ESAs)**

Generally, your IRA and ESA (Savings or Time Account) will become dormant if you do not initiate an account-related activity as follows:

- Traditional IRA becomes dormant if you do not initiate an account-related activity for 34 months or more after you reach the age of 70 ½ (if you reached that age prior to January 1, 2020) or 72 (if you did not reach age 70 ½ prior to January 1, 2020)
- Roth IRA will not become dormant unless we receive notification of your death, unless otherwise specified by state law
- ESA becomes dormant after the beneficial owner reaches age 30, unless otherwise specified by state law

An account-related activity that you initiate is determined by the laws governing your account.

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### What happens to a dormant account?

We put safeguards in place to protect a dormant account which may include restricting the following transactions:

- Transfers between your Wells Fargo accounts using your ATM/debit card
- Transfers by phone using our automated banking service
- Transfers or payments through online, mobile, and text banking (including Bill Pay)
- Wire transfers (incoming and outgoing)
- Contributions or transfers to IRA or ESA savings through online and mobile banking

Normal monthly service and other fees continue to apply (except where prohibited by law).

If you do not initiate an account-related activity on the account within the time period as specified by state unclaimed property laws (generally, 3 or 5 years) and do not respond to Wells Fargo's due diligence outreach (when it is required by law) to confirm your awareness of and interest in the account funds, your account funds may be transferred to the appropriate state. This transfer is known as escheat. If your account becomes escheatable, account statements will no longer be available. Your account will be closed. To recover your account funds, you must file a claim with the state.

**Portfolio accounts only:** If the dormant account is a primary Wells Fargo Portfolio Checking account or Wells Fargo Prime Checking account, about two months before the account escheats, we will close any associated program including Portfolio by Wells Fargo®, Portfolio by Wells Fargo Plus<sup>SM</sup>, or Portfolio by Wells Fargo Premier®. When the Portfolio by Wells Fargo, Portfolio by Wells Fargo Plus, or Portfolio by Wells Fargo Premier program is closed, we will delink all accounts and any benefits such as fee waivers, interest rate bonuses and discounted services associated with it will be discontinued. Your primary Wells Fargo Portfolio Checking account or Wells Fargo Prime Checking account is the first account listed in your monthly statement. To reinstate your program benefits, the primary checking account must be in an active status and you must contact us to reestablish the program. If other linked accounts become dormant, the accounts will be removed from any associated program and fees may apply.

### What are checking subaccounts?

For each checking account you maintain with us, we may establish on your behalf a master account and two subaccounts.

All information that is made available to you about your account will be at the master account level. The subaccounts are composed of a savings account and a checking account.

On the first day of each month, we will allocate funds between the two subaccounts as appropriate. Items received by us that are drawn against your master account will be presented for payment against the checking subaccount. Funds will be transferred from the savings subaccount as may be needed to cover checks presented on the checking subaccount. On the sixth transfer from the savings subaccount during a statement period, all of the funds on deposit in the savings subaccount will be transferred to the checking subaccount. If your account earns interest, the use of subaccounts will not affect the interest you earn.

## Rights and responsibilities

### What responsibilities and liabilities do Wells Fargo and you have to each other?

We are responsible for exercising ordinary care and complying with the Agreement. When we take an item for processing by automated means, ordinary care does not require us to examine the item. In all other cases, ordinary care requires only that we follow standards that do not vary unreasonably from the general standards followed by similarly situated banks.

Except to the extent we fail to exercise ordinary care or to comply with the Agreement, you agree to indemnify and hold us harmless from all claims, demands, losses, liabilities, judgments, and expenses (including attorney's fees and expenses) arising out of or in any way connected with our performance under the Agreement. You agree this indemnification will survive termination of the Agreement.

In no event will either Wells Fargo or you be liable to the other for any special, consequential, indirect or punitive damages. The limitation does not apply where the laws governing your account prohibit it.

We will not have any liability to you if your account does not have sufficient available funds to pay your items due to actions we have taken in accordance with the Agreement.

Circumstances beyond your control or ours may arise and make it impossible for us to provide services to you or for you to perform your duties under the Agreement. If this happens, neither Wells Fargo nor you will be in breach of the Agreement.

If we waive a right with respect to your account on one or more occasions, it does not mean we are obligated to waive the same right on any other occasion.

### Are you obligated to pay our fees?

Yes, by continuing to maintain your account you agree to pay our fees for specific accounts, specific transactions, and for using specific services.

We are permitted to either directly debit your account or invoice you for our fees and expenses and taxes incurred in connection with your account and any service. If the available funds in your account are not sufficient to cover the debit, we may create an overdraft on your account.

### What are we allowed to do if there is an adverse claim against your account?

An adverse claim occurs when

- Any person or entity makes a claim against your account funds,
- We believe a conflict exists between or among your account's owners, or
- We believe a dispute exists over who has account ownership or authority to withdraw funds from your account.

In these situations, we may take any of the following actions without any responsibility to you:

- Continue to rely on the documents we have on file for your account.
- Honor the claim against your account funds if we are satisfied the claim is valid.
- Freeze all or a part of the funds in your account until we believe the dispute is resolved to our satisfaction.
- Close your account and send a check for the available balance in your account payable to you or to you and each person or entity who claimed the funds.
- Pay the funds into an appropriate court.

We also may charge any account you maintain with us for our fees and expenses in taking these actions (including attorney's fees and expenses).

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## Rights and responsibilities

### **If you carry special insurance for employee fraud/embezzlement, can we require you to file your claim with your insurance company before making any claim against us? (Business accounts only)**

Yes, if you have special insurance for employee fraud/embezzlement, we reserve the right to require you to file your claim with your insurance company before making any claim against us. In such event, we will consider your claim only after we have reviewed your insurance company's decision, and our liability to you, if any, will be reduced by the amount your insurance company pays you.

### **Are we allowed to restrict access to your account or delay certain transactions?**

Yes, if we suspect any suspicious, irregular, unauthorized, fraudulent, or unlawful activities, we can decline, prevent, or delay any or all transactions to or from your account, freeze all or some of the funds in your account and other accounts with us that you maintain or control, and otherwise restrict access to your account. We may take these actions in our sole discretion and without any liability to you.

### **How do we handle legal process?**

Legal process includes any levy, garnishment or attachment, tax levy or withholding order, injunction, restraining order, subpoena, search warrant, government agency request for information, forfeiture or seizure, and other legal process relating to your account.

We will accept and act on any legal process we believe to be valid, whether the process is served in person, by mail, by electronic notification, or at any banking location.

If we incur any fees or expenses (including attorney's fees and expenses) due to responding to legal process related to your account, we may charge these costs to any account you maintain with us.

### **Are transactions subject to verification by the Bank?**

Yes. All transactions are subject to the Bank's verification. This includes cash, items, or other funds offered for deposit for which we have provided a receipt. We do not verify all transactions. We reserve the right to reverse or otherwise adjust, at any time without prior notice to you, any debit or credit we believe we have erroneously made to your account.

### **Are we allowed to convert your account without your request?**

Yes, we can convert your account to another type of deposit account (by giving you any required notice) if

- You use it inappropriately or fail to meet or maintain the account's requirements, or
- We determine an account is inappropriate for you based on your use, or
- We stop offering the type of account you have.

### **When can you close your account?**

You can request to close your account at any time if the account is in good standing (e.g., does not have a negative balance or restrictions such as holds on funds, legal order holds, or court blocks on the account). At the time of your request, we will assist you in withdrawing or transferring any remaining funds, bringing your account balance to zero.

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- All outstanding items need to be processed and posted to your account and all deposits need to be collected and posted to your account before your request to close. Once the account is closed items will be returned unpaid.
- Any recurring payments or withdrawals from your account need to be cancelled before your request to close (examples include bill payments and debit card payments) otherwise, they may be returned unpaid.
- We will not be liable for any loss or damage that may result from not honoring items or recurring payments or withdrawals that are presented or received after your account is closed.
- During the process of closing your account:
  - Interest-earning accounts will stop earning interest.
  - Overdraft Protection will be removed.
  - All cards and linked accounts will be delinked.
  - The Agreement continues to apply.

### **Are we allowed to terminate or suspend a service related to your account?**

Yes, we can terminate or suspend specific services (e.g., wire transfers) related to your account without closing your account and without prior notice to you. You can discontinue using a service at any time.

### **When can we close your account?**

We reserve the right to close your account at any time. If we close your account, we may send the remaining balance on deposit in your account by postal mail or credit it to another account you maintain with us.

### **When will electronic banking privileges be terminated?**

All of your electronic banking privileges will be terminated if your account is closed, except that you can view account activity, download statements and tax documents, and perform limited maintenance functions for at least 90 days after closure. If you are enrolled in Wells Fargo Online or Wells Fargo Business Online, refer to the Online Access Agreement for specific terms governing online access to your account.

### **Are we allowed to obtain credit reports or other reports about you?**

Yes, we can obtain a credit or other report about you and your co-owners to help us determine whether to open or maintain an account. Other reports we can obtain include information from the following: 1) motor vehicle departments, 2) other state agencies, or 3) public records.

### **When do we share information about your account with others?**

Generally, if we do not have your consent, we will not share information about your account. However, we may share information about your account in accordance with our Privacy Policy separately given to you.

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### **Are we allowed to monitor and record communications?**

Yes, we can monitor, record, and retain your communications with us at any time without further notice to anyone, unless the laws governing your account require further notice.

Monitored and recorded communications include:

- Telephone conversations,
- Electronic messages,
- Electronic records, or
- Other data transmissions.

### **Can Wells Fargo benefit from having the use of funds in customers' non-interest earning accounts?**

Yes. We may benefit from having the use of funds in customers' non-interest earning accounts. We may use these funds to reduce our borrowing from other sources such as the Fed Funds market or invest them in short-term investments such as its Federal Reserve Account. This benefit may be referred to as spread. It is not possible to quantify the benefit to us that may be attributable to a particular customer's funds because funds from all customers' non-interest earning accounts are aggregated both for purposes of reducing our borrowing costs and for investment and because our use of funds may vary depending on a number of factors including interest rates, Federal Funds rates, credit risks and our anticipated funding needs. Our use of funds as described in this paragraph has no effect or impact on your use of and access to funds in your account.

### **Is your wireless operator authorized to provide information to assist in verifying your identity?**

Yes, and as a part of your account relationship, we may rely on this information to assist in verifying your identity. You understand and agree that Wells Fargo may collect, use, and retain personal or other information about you or your device pursuant to Wells Fargo's policies or as required by applicable law.

You authorize your wireless operator to disclose your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber and device details, if available, to Wells Fargo and service providers for the duration of the business relationship, solely for identity verification and fraud avoidance. Review our Privacy Policy for how we treat your data. You represent that you are the owner of the mobile phone number or have the delegated legal authority to act on behalf of the mobile subscriber to provide this consent.

### **Are you responsible for paying taxes?**

Yes, fees may be subject to state and local sales taxes, which vary by location, and will be assessed as appropriate. You also agree to pay an amount equal to any other applicable taxes, including backup withholding tax.

### **What is the applicable exchange rate?**

The applicable exchange rate is the exchange rate we set and use for you when we convert one currency to another currency. It includes a markup over our cost of sourcing the relevant currency. The markup factors include without limitation costs incurred, market risks, and our desired return. The exchange rate we provide to you may be different from

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exchange rates you see elsewhere. Foreign exchange markets are dynamic and rates fluctuate over time based on market condition, liquidity, and risks. We reserve the right to refuse to process any request for a foreign exchange transaction.

### Will we close your account if the balance is zero?

Accounts with a zero balance will continue to be charged applicable fees (like the monthly service fee) until you request to close your account. An account (except analyzed business accounts) with a zero balance may be closed by us on the fee period ending date without prior notification.

- To prevent closure by us without notification, an account with a zero balance must have a qualifying, non-automatic transaction posted within the last two months of the most recent fee period ending date. IOLTA and RETA accounts require a qualifying transaction within 10 months of the most recent fee period ending date.
- Examples of qualifying transactions are deposits or withdrawals made at a banking location, ATM, or via telephone, mobile deposits, one-time transfers made at a banking location, ATM, online, mobile, or via telephone, one-time purchases or payments made using a card or mobile device, or checks paid from the account.
- Automatic or electronic deposits, such as payroll, and automatic or electronic payments, including bill pay, recurring transfers, and any bank-originated transactions, like monthly service or other fees, are **not** considered qualifying transactions that will prevent closure of an account with a zero balance.

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### **Are we required to accept all deposits to your account?**

No. We may decline all or part of a deposit, including a cash deposit. Some examples are (a) an item made out to a payee not on your account, (b) an item with an endorsement we are unable to verify, (c) a check or draft issued on a credit account, and (d) a non-U.S. item. When we are unable to verify an endorsement on an item, we can also decline to pay, cash, or send the item for collection. We can require all endorsers be present and we may require you to deposit the item instead of permitting you to cash it. For non-U.S. items, please see the response to “How do we handle non-U.S. items?” We do not accept cash deposits into consumer accounts from non-account owners. We may require any person wanting to make a cash deposit into a business account to provide an acceptable form of identification before we accept the deposit for processing.

### **Who is responsible to make sure the declared amount of funds offered for deposit is accurate?**

It is your responsibility, and the Bank has no obligation, to make sure the declared amount of your deposit is accurate. If we determine a discrepancy exists between the declared and the actual amount of the funds, we are permitted to adjust (debit or credit) your account and we may notify you if any adjustments are made. We are also permitted to use the declared amount as the correct amount to be deposited and to not adjust a discrepancy if it is less than our standard adjustment amount. We are permitted to vary our standard adjustment amount from time to time without notice to you and to use different amounts depending on account type.

If you fail to notify us during the applicable time frames specified below, the deposit amount on your statement will be considered correct. This means that if the actual amount is less than the amount on the statement, the difference will become your property. If the actual amount is more than the amount shown on the statement, the difference will become the Bank's property.

**Consumer accounts only:** Notify us of an error in the amount of a deposit shown on your account statement within one year after we have made your account statement available to you.

**Business accounts only:** Notify us of an error in the amount of a deposit shown on your account statement within 30 days after we have made your account statement available to you.

### **Can you arrange to have us adjust deposit discrepancies identified during any verification without regard to our standard adjustment amount? (Analyzed business accounts only)**

Yes. If your account is an analyzed business account, you may arrange for the Bank to adjust deposit discrepancies identified during any verification without regard to our standard adjustment amount by contacting your local banker or calling the number on your statement.

### **What happens if we send an item for collection?**

We may, upon notice to you, send an item for collection instead of treating it as a deposit. This means that we send the item to the issuer's bank for payment. Your account will not be credited for the item until we receive payment for it.

Our funds availability policy does not apply to an item we accept for collection.

## Deposits to your account

### What are the requirements for a correct endorsement?

An endorsement is a signature, stamp, or other mark on the back of a check. If you have not endorsed a check that you deposited to your account, we may endorse it for you. Your endorsement (and any other endorsement before the check is deposited) must be in the 1-1/2-inch area that starts on the top of the back of the check (see sample below). Do not sign or write anywhere else on the back of the check.

Consumer	Business
<p>ENDORSE HERE:</p> <p>x <u>John Sample</u> <u>For deposit only</u> <u>WF # 123456789</u></p> <p>DO NOT SIGN / WRITE / STAMP BELOW THIS LINE FOR FINANCIAL INSTITUTION USAGE ONLY</p>	<p>ENDORSE HERE:</p> <p>x <b>PAYEE (Exact name)</b> <u>BY: John Sample</u> (Signature of person signing on payee's behalf - only if payee not an individual) <b>For deposit only WF #</b> <b>123456789</b></p> <p>DO NOT SIGN / WRITE / STAMP BELOW THIS LINE FOR FINANCIAL INSTITUTION USAGE ONLY</p>

### Are we bound by restrictions or notations on checks?

No, we are not bound by restrictions or notations, such as “void after six months,” “void over \$50,” or “payment in full.”

When you cash or deposit a check with a notation or restriction, you are responsible for any loss or expense we incur relating to the notation or restriction.

### What is a substitute check?

A substitute check is created from an original check; under federal law, it is legally equivalent to that original check. A substitute check contains an accurate copy of the front and back of the original check and bears the legend: This is a legal copy of your check. You can use it the same way you would use the original check. As noted in the legend, a substitute check is the same as the original check for all purposes, including proving that you made a payment. Any check you issue or deposit that is returned to you may be returned in the form of a substitute check. You agree that you will not transfer a substitute check to us, by deposit or otherwise, if we would be the first financial institution to take the substitute check, unless we have expressly agreed in writing to take it.

### What happens if you breach a warranty associated with an item?

If you breach any warranty you make to us under the laws governing your account with respect to any item, you will not be released or discharged from any liability for the breach so long as we notify you of the breach within 120 days after we learn of the breach. If we fail to notify you within this 120 day period, you will be released from liability and discharged only to the extent our failure to notify you within this time period caused a loss to you.



## Deposits to your account

### How do we handle non-U.S. items?

A non-U.S. item is an item 1) payable in a currency other than U.S. dollars or 2) drawn on a financial institution that is not organized under U.S. law. We are not required to accept a non-U.S. item for deposit to your account or for collection. We may accept non-U.S. items on a collection basis without your specific instruction to do so. We can reverse any amount we have credited to your account and send the item on a collection basis even if we have taken physical possession of the item.

If we accept a non-U.S. item, the U.S. dollar amount you receive for it will be determined by our exchange rate that is in effect at the time of deposit or our receipt of final payment (less any associated fees) of the collection item. If the non-U.S. deposited item is returned unpaid for any reason, we will charge the amount against your account (or any other account you maintain with us) at the applicable exchange rate in effect at the time of the return. For information on the applicable exchange rate, see “What is the applicable exchange rate?” in the “Rights and responsibilities” section of the Agreement.

Our funds availability policy does not apply to a non-U.S. item.

### What is our responsibility for collecting a deposited item?

We are responsible for exercising ordinary care when collecting a deposited item. We will not be responsible for the lack of care of any other bank involved in the collection or return of a deposited item, or for an item lost in collection or return.

### What happens when a deposited or cashed item is returned unpaid?

We can deduct the amount of the deposited or cashed item from your account (or any other account you maintain with us). We can do this when we are notified that the item will be returned. We do not need to receive the actual item (and usually do not receive it). We can do this even if you have withdrawn the funds and the balance in your account is not sufficient to cover the amount we hold or deduct and your account becomes overdrawn. In addition, we will charge you all applicable fees and reverse all interest accrued on the item.

We may place a hold on or charge your account for any check or other item deposited into your account if a claim is made or we otherwise have reason to believe the check or other item was altered, forged, unauthorized, has a missing signature, a missing or forged endorsement, or should not have been paid, or may not be paid, or for any other reason. When the claim is finally resolved, we will either release the hold or deduct the amount of the item from your account. We are not legally responsible if we take or fail to take any action to recover payment of a returned deposited item.

### What happens when an electronic payment is reversed?

We may deduct the amount of an electronic payment credited to your account (e.g., direct deposit) that is reversed. We can deduct the amount from any account you have with us at any time without notifying you. You agree to promptly repay any overdrafts resulting from the reversed payment.

### Are you responsible for assisting us in reconstructing a lost or destroyed deposited item?

If a deposited item is lost or destroyed during processing or collection, you agree to provide all reasonable assistance to help us reconstruct the item.

## Funds availability policy

### Your ability to withdraw funds

Our policy is to make funds from your check deposits to your checking or savings account (in this policy, each account) available to you on the first business day after the day we receive your deposits. Incoming wire transfers, electronic direct deposits, cash deposited at a teller window and at a Wells Fargo ATM, and the first \$400 of a day's check deposits at a teller window and at a Wells Fargo ATM will be available on the day we receive the deposits. Certain electronic credit transfers, such as those through card networks or funds transfer systems, will be available on the day we receive the transfer. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks and other items presented for payment and applicable fees that you have incurred.

### Determining the day your deposit is received by the Bank

For determining the day your deposit is received by the Bank, every day is a business day, except Saturday, Sunday, and federal holidays. If you make a deposit before our established cutoff time on a business day that we are open, we will consider that day to be the day your deposit is received by the Bank. However, if you make a deposit after our cutoff time or on a day we are not open, we will consider the day your deposit is received by the Bank to be the next business day we are open.

Our deposit cutoff times are as follows:

- Branch deposits: when the branch closes for business; varies by location
- Wells Fargo ATM deposits: 9 p.m. local time (Alaska 8 p.m.)
- Check deposits made via the Wells Fargo Mobile Banking app: 9 p.m. Pacific Time
- Electronic credits (such as Direct Deposit or account transfers): 8 p.m. Pacific Time

### Longer delays may apply

In some cases, we will not make the first \$400 of a business day's check deposits available to you on the day we receive the deposits. Further, in some cases, we will not make all the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$225 of your deposit, however, may be available on the first business day.

Except as otherwise explained in this paragraph, if we are not going to make all funds from your deposit available on the business day of deposit or the first business day after the day of deposit, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to a Wells Fargo employee, or if we decide to take this action after you have left the premises, we will mail you the notice by the first business day after we receive your deposit.

If you need the funds from a deposit right away, you may ask us when the funds will be available.

In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid
- You deposit checks totaling more than \$5,525 on any one day
- You redeposit a check that has been returned unpaid
- You have overdrawn your account repeatedly in the last six months
- There is an emergency, such as failure of computer or communications equipment

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We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. The funds will generally be available no later than the seventh business day after the day of your deposit.

### Special rules for new accounts

If you are a new customer, the following special rules will apply during the first 30 days your account is open. Incoming wire transfers, electronic direct deposits, and cash deposited at a teller window and at a Wells Fargo ATM will be available on the day we receive the deposit. Funds from your check deposits will be available on the business day after the day we receive the deposits; no funds from a business day's check deposits are available on the day we receive the deposits.

If we delay the availability of your deposit the following special rules may apply:

- The first \$5,525 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state, and local government checks and U.S. Postal Service money orders made payable to you will be available on the first business day after the day of your deposit.
- The excess over \$5,525 and funds from all other check deposits will be available on the seventh business day after the day of your deposit. The first \$225 of a day's total deposit of funds from all other check deposits, however, may be available on the first business day after the day of your deposit.

We will notify you if we delay your ability to withdraw funds and we will tell you when the funds will be available.

### Holds on other funds (check cashing)

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cash would have been available if you had deposited it.

### Holds on other funds (other account)

If we accept a check for deposit that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your ability to withdraw a corresponding amount of funds that you have on deposit in another account with us.

The funds in the other account would then not be available until the time periods that are described in this Policy.

## Available balance, posting order, and overdrafts

### How do we determine your account's available balance?

Your account's available balance is our most current record of the amount of money in your account available for your use or withdrawal. We use the available balance to authorize your transactions during the day (e.g., debit card purchases and ATM withdrawals). We also use the available balance to pay your transactions in our nightly processing. We calculate your available balance as follows:

- We start with the ending daily account (posted) balance from our prior business day nightly processing that includes all transactions deposited to or paid from your account.
- We subtract from this amount any holds placed on a deposit to your account and any holds placed due to legal process.
- We add pending deposits that are immediately available for your use (including cash deposits, electronic direct deposits, and the portion of a paper check deposit we make available; see "Funds availability policy" section for details).
- We subtract pending withdrawals that we have either authorized (such as debit card purchases and ATM withdrawals) or are known to us (such as your checks and preauthorized automatic ACH withdrawals that we receive for payment from your account) but have not yet processed.

**Important note:** The available balance does **not** reflect every transaction you have initiated or we previously authorized. For example, your available balance **may not include** the following:

- Outstanding checks and authorized withdrawals (such as recurring debit card transactions and ACH transactions that we have **not** received for payment).
- The final amount of a debit card purchase. For example, we may authorize a purchase amount prior to a tip that you add.
- Debit card transactions that have been previously authorized but not sent to us for final payment. We must release the transaction authorization hold after three business days (or up to 30 business days for certain types of debit or ATM card transactions, including car rental, cash, and international transactions) even though the transaction may be sent for payment from your account, which we must honor, at a later date.

### How do we process (post) transactions to your account?

We process transactions each business day (Monday through Friday except federal holidays) during a late night process. Once we process your transaction, the results are posted to your account. There are three key steps to this process. The most common types of transactions are processed as described below.

**First, we determine the available balance in your account (as described above) that can be used to pay your transactions.**

**NOTE:** Certain pending transactions can impact your available balance:

- Cash deposits or transfers from another Wells Fargo account that are made **AFTER** the displayed cutoff time (where the deposit was made) will be added to your available balance if they are made **before** we start our nightly process.
- Your available balance will be reduced by pending withdrawals, such as debit card transactions we have authorized and must pay when they are sent to us for payment. If your account has insufficient funds as reflected by your available balance, the Bank may assess overdraft and/or non-sufficient funds (NSF) fees on transactions we pay or return

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during nightly processing. A pending transaction will typically remain pending until we receive it for payment from your account, but we must release the pending transaction hold after three business days for most transactions. These pending transactions may be sent to us for payment after they have dropped from your account, but we must pay them when we receive them for payment. In some circumstances, previously authorized transactions may be paid into overdraft if other transactions or fees have reduced your balance before the pending transactions are sent to us for payment. To minimize the number of overdraft fees in these circumstances, we track transactions that reduced your available balance while pending and caused overdraft fees on other transactions. If these transactions are presented for payment within 10 business days after they first appeared as pending, we will waive any overdraft fees on those transactions. In rare circumstances, the merchant presents transactions for payment with a different identification code than was used when the transaction was sent for authorization and we are unable to match them. In those cases, you may be charged an overdraft fee if the transaction is paid into overdraft.

### **Then, we sort your transactions into categories before we process them.**

- First, we credit your account for deposits, including cash and check deposits and incoming transfers, received before the cutoff time at the location the deposit or transfer was made.
- Then, we process withdrawals/payments we have previously authorized and cannot return unpaid, such as debit card purchases, ATM withdrawals, account transfers, Online Bill Pay transactions, and teller-cashed checks. If we receive more than one of these transactions for payment from your account, we will generally sort and pay them based on the date and time you conducted the transactions. For a debit card transaction, if a merchant does not seek authorization from the Bank at the time of the transaction or you conducted the transaction more than 10 business days before we receive it for payment, we will use the date the transaction is received for payment from your account. For some transactions, such as Online Bill Pay transactions or teller-cashed checks, the time may be assigned by our systems and may vary from the time it was conducted. Multiple transactions that have the same time will be sorted and paid from lowest to highest dollar amount.
- Finally, we use your remaining funds to pay your checks and preauthorized automatic ACH payments (such as bills you pay by authorizing a third party to withdraw funds directly from your account). If there is more than one of these types of transactions, they will be sorted by the date and time that they are received by us. Multiple transactions that have the same time will be sorted and paid from lowest to highest dollar amount.

### **Finally, if the available balance in your account is not enough to pay all of your transactions, we will take the following steps:**

- **First use Overdraft Protection (if applicable):** We will transfer/advance available funds from a savings and/or credit account you have linked to your checking account for Overdraft Protection. Please see the section titled “What is Overdraft Protection?” in this Agreement.
- **Then, decide whether to pay your transaction into overdraft or return it unpaid:** At our discretion, we may pay a check or automatic payment into overdraft, rather than return it unpaid. This is our standard overdraft coverage. If we pay the transaction into overdraft, it may help you avoid additional fees that may be assessed by the merchant.

Debit card transactions presented to us for payment (whether previously approved by us or not) will be paid into overdraft and will not be returned unpaid, even if you do not have sufficient funds in your account.

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### IMPORTANT INFORMATION ABOUT FEES:

Fees may be assessed with each item paid into overdraft or returned unpaid subject to the following:

- A single Overdraft Protection Transfer or Advance Fee will be assessed when we need to transfer/advance funds from your linked account(s) into your checking account, but only if the transfer/advance covered at least one pending item, or helped you avoid at least one overdraft or returned item.
- No overdraft fee will be assessed on ATM and everyday (one-time) debit card transactions unless Debit Card Overdraft Service is added to your account. The merchant informs the Bank if a debit card transaction is a one-time or recurring transaction. An overdraft fee can be assessed on recurring debit card transactions and any other item we pay into overdraft.
- No overdraft or returned item (non-sufficient funds/NSF) fee will be assessed on items of \$5 or less.
- If both your ending daily account balance and available balance are overdrawn by \$5 or less after we have processed all of your transactions, we will not assess an overdraft fee on the items.
- We limit the number of overdraft and/or returned item (non-sufficient funds/NSF) fees charged per business day as follows:
  - For consumer accounts, we will charge no more than three overdraft/NSF fees per business day (this limit is two per day for Wells Fargo Teen Checking accounts).
  - For business accounts, we will charge no more than eight overdraft/NSF fees per business day
- Any overdraft or returned item fees assessed are deducted from your account during the morning of the next business day following our nightly process.
- We will not assess overdraft fees or returned item (non-sufficient funds/NSF) fees for Clear Access Banking<sup>SM</sup> accounts. Merchant or payee fees may apply for returned items.

We will track transactions that reduced your available balance while pending and caused overdraft fees on other transactions. If these transactions are presented for payment within 10 business days after they first appeared as pending, we will waive any overdraft fees on those transactions. In rare circumstances, the merchant presents transactions for payment with a different identification code than was used when the transaction was sent for authorization and we are unable to match them.

### What is Overdraft Protection?

This is an optional service you can add to your checking account by linking up to two eligible accounts (one savings, one credit). We will use available funds in your linked account(s) to authorize or pay your transactions if you don't have enough money in your checking account. A single Overdraft Protection Transfer or Advance Fee will be assessed any day a transfer/advance is made regardless of the number of transactions covered or whether funds are transferred/advanced from multiple accounts. Also, we will not charge a fee unless the transfer/advance covered at least one pending item, or helped you avoid at least one overdraft or returned item. If you link two accounts, you may tell us which account to use first to transfer/advance funds. If you do not specify an order, we will first transfer funds from your linked savings account. Overdraft Protection is not available for all accounts. Please refer to your Fee and Information Schedule to determine account eligibility.

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- **Transfers from linked eligible savings account.** If the available balance in your savings account is \$25 or more and can cover the overdraft (plus the Overdraft Protection Transfer Fee), we will transfer the exact amount needed or a minimum of \$25. If the available balance in your savings account is less than either \$25 or the amount needed, we will transfer the available balance.
- **Advances from linked eligible consumer credit account.** If the available credit in your credit card account is \$25 or more and can cover the overdraft, we will advance the exact amount needed or a minimum of \$25. If the available credit in your credit card account is less than either \$25 or the amount needed, we will advance the available credit. Advances from an eligible linked Wells Fargo line of credit are made in increments of \$100 or \$300 (See your credit account agreement for specific details).
- **Advances from linked eligible business credit account.** If the available credit in your credit account is \$25 or more and can cover the overdraft, we will advance the exact amount needed or a minimum of \$25. If the available credit in your credit account is less than either \$25 or the amount needed, we will advance the available credit.

### What is Debit Card Overdraft Service?

Debit Card Overdraft Service allows Wells Fargo to approve (at our discretion) your ATM and everyday (one-time) debit card transaction(s) if you do not have enough money in your checking account or in accounts linked for Overdraft Protection at the time of the transaction. With this service, ATM and everyday (one-time) debit card transactions may be approved into overdraft at the Bank's discretion and an overdraft fee may apply. If you make a covering transfer or deposit (subject to the Bank's funds availability policy) by the posted cutoff time on the same business day as the transaction, no fees are assessed. Debit Card Overdraft Service does not apply to checks and other transactions such as Bill Pay, ACH, or recurring debit card transactions (such as utilities or health club memberships). The Bank may continue to authorize or pay these transactions into overdraft, at our discretion, and our standard overdraft fees and policies will apply.

If Debit Card Overdraft Service is not added and there is not enough money in your checking account or accounts linked for Overdraft Protection, your ATM and everyday (one-time) debit card transactions will be declined, and there are no fees for declined transactions. If the service is not added and your ATM or everyday (one-time) debit card transaction creates a negative balance during posting, there will not be an overdraft fee.

### Debit Card Overdraft Service is automatically added to eligible business accounts at account opening.

You can add or remove the service at any time. Debit Card Overdraft Service is not available for certain accounts, such as Wells Fargo Clear Access Banking<sup>SM</sup> accounts, Teen Checking<sup>SM</sup> accounts, Opportunity Checking<sup>®</sup> accounts, IOLTA/RETA accounts, accounts for government entities, or savings accounts. Debit Card Overdraft Service is a discretionary service that may be removed by the Bank for a variety of reasons including excessive overdrafts or returned items, as determined by the Bank.

### What is Wells Fargo's standard overdraft coverage?

Our standard overdraft coverage is when, at our discretion, we pay items, such as checks or automatic payments (e.g., ACH payments) into overdraft rather than returning them unpaid. You can request to remove our standard overdraft coverage from your account by speaking to a banker.

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**Important:** If standard overdraft coverage is removed from your account, the following will apply if you do not have enough money in your checking account or in accounts linked for Overdraft Protection to cover a transaction:

- We will return your checks and automatic payments (such as ACH payments) and assess a returned item fee (non-sufficient funds/NSF) and you could be assessed additional fees by merchants.
- We will not authorize ATM and everyday (one-time) debit card transactions into overdraft. If your account is enrolled in Debit Card Overdraft Service, the service will also be removed.
- We will not authorize certain transactions (such as cashed checks, recurring debit card transactions, or Bill Pay transactions) into overdraft. However, if these transactions are authorized when your account has enough money but are later presented for payment when your account does not have enough money, we will pay the transaction into overdraft and charge an overdraft fee.

**Important:** Standard overdraft coverage does not apply to Clear Access Banking<sup>SM</sup> accounts (i.e., the account will function as though standard overdraft coverage has been removed from the account).

### What is Overdraft Rewind? (Consumer accounts only)

This is an automatic feature of your checking account. On the morning of every business day, we will review your account to determine if you received an electronic direct deposit to your account after the prior business day's nightly processing. If an electronic direct deposit is received by 9:00 a.m. local time, we will calculate a new account balance that includes the pending direct deposit(s), less any pending debits. If this newly calculated balance covers transactions that resulted in overdraft or non-sufficient funds (NSF) fees, or Overdraft Protection Transfer or Advance fees, during the prior business day's nightly processing, we will waive or refund those fees. We may also reverse returned item (non-sufficient funds/NSF) decisions. Please note that Overdraft Rewind does not reverse the transfer or advance of funds from a linked Overdraft Protection account. 9:00 a.m. local time is based on where your account is located, which is noted on your account statement. The bank receives most direct deposits through the ACH network before 9:00 a.m. Direct deposits include your salary, pension, Social Security, or other regular monthly income electronically deposited through the Automated Clearing House (ACH) network by your employer or an outside agency. Other deposits, such as check(s), cash or account transfers received after our nightly account processing, are not included for purposes of Overdraft Rewind.

### What is your responsibility if your account has an overdraft?

If you have an overdraft on your account (including transactions we have paid on your behalf into overdraft, plus any fees), you must promptly make a deposit or transfer to return your account to a positive balance.

If you fail to bring your checking account to a positive balance, we will close your account. Also we may report you to consumer reporting agencies and initiate collection efforts. You agree to reimburse us for the costs and expenses (including attorney's fees and expenses) we incur. The Bank may close your account due to excessive overdrafts, as determined by the Bank.

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## Setoff and security interest

### **Are we allowed to use the funds in your accounts to cover debts you owe us?**

Yes, we have the right to apply funds in your accounts to any debt you owe us. This is known as setoff. When we setoff a debt you owe us, we reduce the funds in your accounts by the amount of the debt. We are not required to give you any prior notice to exercise our right of setoff.

A debt includes any amount you owe individually or together with someone else both now or in the future. It includes any overdrafts and our fees. We may setoff for any debt you owe us that is due or past due as allowed by the laws governing your account. If your account is a joint account, we may setoff funds in it to pay the debt of any joint owner.

If your account is an unmatured time account (or CD), then we may deduct an early withdrawal penalty. This may be due as a result of our having exercised our right of setoff.

**Consumer accounts only:** Our right to setoff extends to any federal or state benefit payments (including Social Security benefits) deposited to your account. If we are obligated to return any federal or state benefits deposited to your accounts after you are no longer eligible to receive them, we have the right to setoff against any of your accounts to recover the payments you were ineligible to receive. Our right of setoff will not apply if it would invalidate the tax-deferred status of any tax-deferred retirement account (e.g., a SEP or an IRA) you maintain with us.

### **Do you grant us a security interest in your accounts with us?**

Yes, to ensure you pay us all amounts you owe us under the Agreement (e.g., overdrafts and fees), you grant us a lien on and security interest in each account you maintain with us. By opening and maintaining each account with us, you consent to our asserting our security interest should the laws governing the Agreement require your consent. Our rights under this security interest are in addition to and apart from any other rights under any other security interest you may have granted to us.

### **Can you grant any one else a security interest in your accounts with us?**

No, you may not grant a security interest in, transfer, or assign your accounts to anyone other than us without our written agreement.

## Business account fees and expenses; earnings allowance

### Are you obligated to pay our fees?

Yes, you agree to pay us in accordance with our Business Schedule.

### How do you pay our fees and expenses?

We are permitted to either directly debit your account or invoice you for our fees and expenses and taxes incurred in connection with your account and any service. If the available funds in your account are not sufficient to cover the debit, we may create an overdraft on your account.

You agree to promptly pay any invoiced amount. We may assess finance charges on any invoiced amounts that are not paid within 45 days of the date of invoice. Finance charges are assessed at a rate of 1.5% per month (18% per annum) or the highest amount permitted by the laws governing your account, whichever is less. Charges for accrued and unpaid interest and previously assessed finance charges will not be included when calculating finance charges. Payments and other reductions of amounts owed will be applied first to that portion of outstanding fees attributable to charges for accrued and unpaid interest and previously assessed finance charges, then to other fees and charges.

### If an earnings allowance accrues on your account, do we apply it to our fees and expenses?

Yes, if an earnings allowance accrues on your account, we will periodically apply your accrued earnings allowance to eligible fees and expenses (unless we otherwise indicate in writing). If both an earnings allowance and interest accrue on your account, the interest will be shown as an offset to the earnings allowance on the client analysis statement for your account. If your earnings allowance exceeds the total eligible fees assessed to your account in a given statement period, the excess credit is not paid to you, nor is it carried forward to the following statement period. We may debit your account (or any other account you maintain with us) or invoice you for any amount by which the fees and expenses exceed the accrued earnings allowance on your account.

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## Additional rules for checks and withdrawals

### **What identification do we request to cash checks presented over-the-counter by a non-customer?**

For these transactions, we require acceptable identification, which can include a fingerprint from the person presenting your check. We may not honor the check if the person refuses to provide us with requested identification.

### **Are there special rules if you want to make a large cash withdrawal or deposit?**

We may place reasonable restrictions on a large cash withdrawal. These restrictions include requiring you to provide reasonable advance notice to ensure we have sufficient cash on hand. We do not have any obligation to provide security if you make a large cash withdrawal. If you want to deposit cash for a very large amount, we have the right to require you to provide adequate security or exercise other options to mitigate possible risks.

### **Are we responsible for reviewing checks for multiple signatures?**

No, we are not responsible for reviewing your checks or other transactions for multiple signatures. We do not support multiple signature requirements and we may act on the instructions of any one authorized signer on your account. If you have indicated that more than one signature is required to transact on your account, you acknowledge and agree that such requirements are for your own control purposes only, and we will not be liable if a check or other transaction is processed without multiple signatures.

### **Are we required to honor dates and special instructions written on checks?**

No, we may, without inquiry or liability, pay a check even if it

- Has special written instructions indicating we should refuse payment (e.g., “void after 30 days” or “void over \$100”);
- Is stale-dated (i.e., the check’s date is more than six months in the past), even if we are aware of the check’s date;
- Is post-dated (i.e., the check’s date is in the future); or
- Is not dated.

We may also pay the amount encoded on your check in U.S. dollars, even if you wrote the check in a foreign currency or made a notation on the check’s face to pay it in a foreign currency. The encoded amount is in the line along the bottom edge of the front of the check where the account number is printed.

### **Can you use a facsimile or mechanical signature?**

Yes, if you use a facsimile or mechanical signature (including a stamp), any check appearing to use your facsimile or mechanical signature will be treated as if you had actually signed it.

### **Are we liable for paying a consumer ACH debit entry on your account? (Business accounts only)**

No, under the ACH operating rules, certain types of ACH debit entries may only be presented on a consumer account (each, a consumer ACH debit entry). We will have no obligation to pay, and no liability for paying, any consumer ACH debit entry on your account.

### **What is the acceptable form for your checks?**

Your checks must meet our standards, including paper stock, dimensions, and other industry standards. Your checks must include our name and address, as provided by us. Certain check features, such as security features, may impair the quality of a check image that we or a third party create.

We reserve the right to refuse checks that do not meet these standards or cannot be processed or imaged using our equipment. We are not responsible for losses that result from your failure to follow our check standards.

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## Additional rules for checks and withdrawals

### Electronic check indemnifications

#### What warranties do we provide for electronic checks and electronic returned checks?

An “electronic check” and an “electronic returned check” mean an electronic image of, and electronic information derived from, a paper check or a paper returned check. When we transfer or present an electronic check or electronic returned check, we provide the following warranties:

- **Image Quality Warranty:** We guarantee that the electronic image of a check accurately represents all of the information on the front of the check as of the time that the original check is truncated, and the electronic information includes an accurate record of all MICR line information required for a substitute check and the amount of a check.
- **No Double Debit Warranty:** We guarantee that the warrantee will not receive a presentment of or otherwise be charged for an electronic check, an electronic returned check, the original check, a substitute check, or a paper or electronic representation of a paper substitute check, in a way that the warrantee will be asked to make payment on a check that it has already paid.

When we transfer an electronic check for collection or payment, we make the image quality warranty and the no double debit warranty to the transferee bank, any subsequent collecting bank, the paying bank, and the drawer. When we transfer an electronic returned check for return, we make the image quality warranty and the no double debit warranty to the transferee returning bank, the depository bank, and the owner.

#### What indemnities are applicable to electronic checks and electronic returned checks?

You will indemnify, defend, and hold us harmless from and against all liabilities, damages, claims, obligations, demands, charges, costs, or expenses (including reasonable fees and disbursements of legal counsel and accountants) awarded against or incurred or suffered (collectively, “losses and liabilities”) by us arising directly or indirectly from or related to the transfer or return of an electronic check or an electronic returned check on your behalf. If we suffer any losses or liabilities arising directly or indirectly from or related to a breach of either the image quality warranty or the no double debit warranty, you will reimburse us and not hold us responsible or liable.

#### What indemnities are applicable to remote deposit capture services (including Wells Fargo Mobile Deposit Service)?

By providing a remote deposit capture service to you, we are required to indemnify and reimburse a depository bank that accepts the original check from which an electronic check is created for losses incurred by that depository bank if the loss is due to the check having already been paid. If we suffer any losses or liabilities arising directly or indirectly from or related to that type of depository bank indemnity obligation, you will indemnify and reimburse us and not hold us responsible or liable.

#### What indemnities are applicable to electronically created items?

If we transfer or present an “electronically created item” and receive settlement or other consideration for it, we are required to indemnify and reimburse each transferee bank, any subsequent collecting bank, the paying bank, and any subsequent returning bank against losses that result from the fact that:

- The electronic image or electronic information of the electronically created item is not derived from a paper check;
- The person on whose account the electronically created item is drawn did not authorize the issuance of the electronically created item or to the payee stated on the item; or

## Additional rules for checks and withdrawals

- A person receives a transfer, presentment, or return of, or otherwise is charged for an electronically created item in such a way that the person is asked to make payment based on an item or check it has paid.

If we suffer any losses or liabilities arising directly or indirectly from or related to that type of electronically created item indemnity obligation, you will indemnify and reimburse us and not hold us responsible or liable.

## Issuing stop payment orders and post-dated checks

### How do you stop payment on a check?

You may request a stop payment on your check in a time and manner allowing us a reasonable opportunity to act on it before we pay, cash, or otherwise become obligated to pay your check. You can request a stop payment of a check through [wellsfargo.com](https://wellsfargo.com), by phone, or by visiting your local branch and speaking with a banker.

Each stop payment order is subject to our verification that we have not already paid or otherwise become obligated to pay the check from your account. This verification may occur after we accept your stop payment order.

In order to issue a stop payment order on a check, we request the following information:

- Your bank account number,
- The check number or range of numbers,
- The check amount or amounts,
- The payee(s) name(s), and
- The date on the check.

We are not responsible for stopping payment on a check if you provide incorrect or incomplete information about the check.

### What is the effective period for a stop payment order?

A stop payment order on a check is valid for six months. We may pay a check once a stop payment order expires. You must place a new stop payment order if you do not want it to expire. We treat each renewal as a new stop payment order. We will charge you for each stop payment order you place (as well as each renewal).

### How do you cancel a stop payment order?

To cancel a stop payment order, we must receive your request in a time and manner allowing us a reasonable opportunity to act on it.

### Are you still responsible if we accept a stop payment on a check?

Yes, even if we return a check unpaid due to a stop payment order, you may still be liable to the holder (e.g., a check cashing business) of the check.

### How can you prevent a post-dated check from being paid before its date?

A post-dated check is a check you issue with a date in the future. We are not responsible for waiting to honor the check until that date, unless you instruct us to do so through the use of a stop payment order for the check. You are responsible for notifying us to cancel the stop payment order when you are ready to have that check paid.

## Issuing stop payment orders and post-dated checks

### Can you stop payment on a purchase transaction?

No, unless the purchase is a preauthorized electronic fund transfer from a consumer account.

### Can you stop payment on a preauthorized electronic fund transfer?

Yes, if your account is a consumer account. For specific information on your stop payment rights for preauthorized electronic fund transfers, see the “Handling preauthorized payments” section in the “Electronic fund transfer services” part of this Agreement.

- **Right to stop payment:** If you have told us in advance to make regular (recurring) payments out of your account, you can stop any of these payments. Here’s how:

Call Wells Fargo Phone Bank at 1-800-869-3557, or write to us at Wells Fargo, Customer Correspondence, P.O. Box 6995, Portland, OR, 97228-6995, in time for us to receive your request three business days or more before the payment is scheduled. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. There is no fee to stop a regular (recurring) payment using the debit card.

- **Notice of varying amounts:** If the amount of these regular (recurring) payments vary, the party you are going to pay should tell you 10 days before each payment, when it will be made and how much it will be. (The party you are going to pay may allow you to choose to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)
- **Liability for failure to stop payment:** If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will pay for your losses or damages.

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## Your account ownership

### How do we treat accounts owned by more than one customer?

You can choose to open an account with one or more other individuals. In these instances, we will treat all account holders as joint tenants with right of survivorship unless

- State laws governing your account require other treatment, or
- We otherwise agree with you in writing that the account is owned in some other capacity.

Regardless of the form of ownership, we will not maintain a separate record of each co-owner's interest in the account. We may act on instructions from any co-owner (or a co-owner's representative) without another account co-owner's consent. These actions include instructions to withdraw or transfer funds, make payments, or close the account.

### Are we allowed to pay money requested by a co-owner?

Yes, we may pay any money in the account requested by any co-owner (or a co-owner's legal representative), regardless of

- Their contributions,
- Whether any other co-owner is incapacitated or deceased, or
- Whether the account includes a right of survivorship.

### What are the forms of account ownership?

**Joint tenants with right of survivorship:** When you hold an account as joint tenants with right of survivorship and one of you dies, the account is payable to the surviving co-owner, subject to our rights under the Agreement.

**Tenants-in-common:** When you hold an account as tenants-in-common, it is payable upon the death of an accountholder, in whole or in part, to any surviving co-owner on the account or the deceased owner's personal representative, heirs, or successors. This is subject to our rights under the Agreement.

**Community property:** An account is held as community property when spouses have equal and undivided interests in the account during their lifetimes. When one spouse dies, ownership does not automatically pass to the survivor; rather, the deceased spouse can pass his or her interest by will. Community property does not exist in every state. Ask your legal adviser to understand if this applies to your account.

### What is a Pay On Death (POD) account?

A POD account is payable on your death (or the death of the last surviving co-owner) to one or more payees named in the title of the account. When the title of an account includes language like "in trust for (ITF)," "transfer on death (TOD)," or similar language, the account is treated as a pay on death account.

You may change, add, or remove the name of any payee or beneficiary anytime by providing us with proper written notice. Generally, the payee or beneficiary must survive all owners in order to receive their share of funds from a POD account.

### How are Uniform Transfers/Gifts to Minors Act accounts handled? (Consumer accounts only)

An account established under a state's Uniform Transfers/Gifts to Minors Act is controlled by the custodian (or a successor custodian). Only the named custodian

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## Your account ownership

(or successor custodian) is authorized to instruct us regarding the account. We may, however, disclose information about the account to the minor or the minor's representative. When the minor reaches the applicable age of majority, we may pay the funds on deposit in the account to the minor in accordance with the custodian's duty without waiting for instructions from the custodian.

### **How are minor by accounts handled?** (Consumer accounts only)

One or more adults may open an account in the name of a minor by the adult(s) as allowed by the laws governing your account. An adult is a person who has reached the age of majority. Beneficial ownership of the funds deposited in the account vests exclusively in the minor. The adult has exclusive control of the account until the minor reaches the applicable age of majority.

If there is more than one adult, each may act independently. We are not obligated to inquire about the use of the funds. When the minor reaches the age of majority, we may act on the instructions of either the minor or the adult. If the adult (or the last of the adults to survive) dies before the minor reaches the age of majority, we may transfer the funds to the custodian according to the applicable Uniform Transfers/Gifts to Minors Act.

### **Can you transfer ownership of your account?**

No assignment will be valid or binding on us, and we will not be considered to have knowledge of it, until we consent and the assignment is noted in our records. However, by noting the assignment, we do not have any responsibility to assure that the assignment is valid. Any permitted assignment of your account is subject to our setoff rights.

The Agreement is binding on your personal representatives, executors, administrators, and successors, as well as our successors and assigns.

### **What if an owner does not sign account documentation?**

The failure of a customer identified in our records as an owner or a co-owner of an account to sign the account application or other account-related documentation does not prevent us, in our sole discretion, from treating the customer as an owner or a co-owner of that account; we are not liable to anyone as a result.

### **Are all joint owners responsible for liabilities on your account?**

Yes, all joint owners are each individually and jointly responsible for any overdraft on your account, regardless of who caused or benefited from the overdraft. If there is a setoff, an enforcement of our security interest in your account, or legal action (such as a third party garnishment, seizure, forfeiture, or tax levy) affecting any co-owner, we have the right to treat all funds in the account as belonging to the customer against whom the setoff, enforcement of the security interest, or other legal action is directed. If your account is closed for unsatisfactory handling, we may report all joint owners to the consumer reporting agencies.

### **What happens upon the death or incompetence of an authorized signer or account owner?**

Please notify us promptly if you learn or suspect an account owner or signer has been declared incompetent by a court or a legal authority, or has died. When we receive proper notice, we may

- Freeze the account until we receive documents verifying the incapacity or death and instructions regarding the funds remaining in the account,

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## Your account ownership

- Pay (without inquiring) any item authorized by the account owner before being declared incompetent or dying,
- Return or reverse deposits made to the account, and
- Apply funds in the account to any debt the account owner owes us before recognizing the rights to any remaining funds of a surviving joint owner or other person.

If we are liable for taxes or reclamation claims from a federal or state government agency because we released funds in an account after the account owner's death, the account owner's estate is responsible for reimbursing us for those amounts.

### **Individual and Sole Proprietors Only**

If an account owner dies or is declared incompetent we may accept and comply with court orders and legal documents, and take direction from affiants or court appointed personal representatives, guardians, or conservators from your state of residence, even if different than where your account was opened except as otherwise required by applicable law or court order. We may require additional documentation be provided to us before complying with the directions given by affiants or court appointed personal representatives, guardians, or conservators. We reserve the right to require U.S. court documents for customers who reside outside of the U.S. at time of incompetence or death.

### **For business owners**

Upon notification to the Bank of the death or incompetence of a business owner, the business entity will provide documentation evidencing any change in the ownership or control of the entity following applicable legal formalities.

## Interest earning accounts

### What interest rate applies to an interest earning account?

When you open an interest earning account, we will provide a rate sheet listing the current interest rate and Annual Percentage Yield (APY) for your account. Interest earning accounts earn interest at a variable rate, except Time Accounts (CDs). We may change the interest rate for variable-rate accounts at any time. The interest rate may vary depending on your daily balances (tiered-rate account). We may pay the same interest rate on more than one tier. The tiers and corresponding interest rates are disclosed in the rate sheet.

### How do we calculate earned interest?

We calculate interest using the daily collected balance method. This method applies a daily periodic rate to the collected balance in your account each day. Interest is calculated using a 365-day year, unless otherwise noted for business accounts in the Business Schedule.

### When does a deposit begin accruing interest?

Cash deposits begin accruing interest the same business day a deposit is credited to your account. If you deposit an item such as a check, interest begins accruing on the business day we receive credit for the item.

### Is interest compounded and when is it credited?

Interest will compound on a daily basis. For checking and savings accounts, interest will be credited on a monthly basis.

### What is the difference between Annual Percentage Yield (APY) and Annual Percentage Yield Earned (APYE)?

The Annual Percentage Yield (APY) is a percentage rate reflecting the total amount of interest paid on an account based on the interest rate and the frequency of compounding for a 365-day period. The Annual Percentage Yield Earned (APYE) is an annualized rate that reflects the relationship between the amount of interest actually earned on your account during the statement period and the average daily balance in the account for the statement period.

We calculate both your APY and APYE according to formulas established by federal regulations. The APYE appears on your account statement.

### Do we have the right to require notice of withdrawal from your savings account?

Yes, we have the right to require seven days written notice before you withdraw money from your savings account.

### Are we required to obtain a tax identification number certification?

Yes. U.S. Treasury regulations require us to determine the tax residency of all customers and payees who could receive income that is reportable to the IRS. We accomplish this by obtaining a Form W-9 from all U.S. taxpayers and a type of Form W-8 from all foreign customers.

- For U.S. taxpayers, the Form W-9 is how we document U.S. tax residency and obtain a Taxpayer Identification Number ("TIN") from the primary owner of each account that earns reportable income. Until we have received the Form W-9 and TIN, we are required to apply backup withholding to that income.

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- Foreign individuals (also referred to as nonresident aliens) and foreign entities document their tax residency outside the U.S. on the applicable type of Form W-8. That form also allows us to apply the correct withholding rate or exemption to your income earned in the U.S. If you do not provide a valid type of Form W-8, we are required to apply the 30% withholding rate, or in some cases, presume you are an uncertified U.S. taxpayer subject to backup withholding on all income and gross proceeds regardless of whether or not it is U.S. sourced.
- Accounts jointly owned by at least one foreign individual or entity must provide a Form W-8 or Form W-9 for all of the joint owners.
- Foreign individuals provide a Form W-8BEN. Foreign entities that are the beneficial owner of the income provide a Form W-8BEN-E unless they can make a special withholding exemption claim and instead provide either a Form W-8EXP or Form W-8ECI.
- Entities that act as intermediaries or flow-through entities receiving income on behalf of someone else provide a Form W-8IMY. In some cases, that Form W-8IMY must also include a withholding statement that allocates the income to each of the beneficial owners and copies of the tax certification documentation for those underlying beneficial owners.

If you own your account as an individual or sole proprietor, upon your death, we must be provided with the estate's or successor's IRS Form W-9 or Form W-8. If these are not provided, we may either refuse to pay interest earned on your account from the date of your death or apply backup withholding on the income earned after the date of your death.

## Time Accounts (CDs)

### What are Time Accounts?

Time Accounts (CDs) are payable at the expiration of a specified term, no less than seven calendar days after the date of deposit. We may also refer to a Time Account as a CD or a Certificate of Deposit, even though we do not issue a paper certificate when opening the account or require a paper certificate to close the account. The CD's maturity date is the last day of the term for the CD. The maturity date is printed on your receipt.

### When can you withdraw funds from your CD?

You may withdraw funds from your CD on the maturity date without a penalty. You may also generally withdraw funds without a penalty within the seven calendar days after the maturity date (grace period). You may be charged a penalty if you make a withdrawal at any other time. See the "Time Accounts (CDs)" section of the Consumer Schedule or the Business Schedule, as applicable, for details.

### Can you deposit additional funds into your CD?

You can only deposit additional funds during the grace period.

### Will your Annual Percentage Yield (APY) change if you withdraw interest before maturity?

The APY we disclose to you assumes the interest you earn will remain on deposit until your CD matures. If you withdraw your earned interest before maturity, your account will earn less interest over time and the actual APY will be less than the disclosed APY.

### How does your CD renew?

Your CD will automatically renew at maturity

- Typically for a like term unless we inform you prior to maturity of a different term; and
- At our standard interest rate in effect on the maturity date for a new CD of the same term and amount, unless we have notified you otherwise.

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This part describes ways to use services for your account using a card. Some services may not be available at all locations. We may require you to sign additional documentation to obtain a debit or ATM card. You will receive terms and conditions applicable to your card when you receive the card. In the event of a conflict between the terms and conditions and the Agreement, the terms and conditions will control. Additional disclosures applicable to these services are provided in the Consumer Schedule or Business Schedule, as applicable.

### Issuance of a card and Personal Identification Number (PIN)

We may issue a card to each account owner to access your accounts. If you do not select a PIN when you request your card, we will send a randomly selected PIN.

If you would like a PIN for authentication purposes but do not request a debit or ATM card, we can provide a PIN issued only for authentication purposes. This PIN can only be used for authentication and cannot be used for purchase transactions or ATM access.

### Protection of card and PIN

You should securely protect your card and PIN from loss or theft. Each cardholder must have his or her own unique PIN for the card and is responsible for maintaining confidentiality of the PIN. Memorize the PIN. Never write the PIN on the card or share it with anyone, including our employees. Never allow anyone else to use the card or PIN. If the card or PIN is given to another person, the account owner will be responsible for all transactions made by that person or anyone else to whom that person gives the card or PIN. Notify us immediately if the card is lost or stolen, or is no longer secure.

### Instant issue debit card

The instant issue debit card is a temporary debit card. We will deactivate the instant issue debit card either when you activate your permanent debit card or 30 days after we issue your temporary debit card, whichever is sooner. If a new or replacement permanent debit card was not requested, your temporary debit card will terminate in 30 days.

### Wells Fargo ATMs in Assisted-Service mode

Some Wells Fargo ATMs in branches can operate in Assisted-Service mode during branch hours. When in Assisted-Service mode, the ATM screen's main menu will display an "I need assistance" option. If you are a consumer customer, your card's daily ATM withdrawal limit may not apply, and you may be able to access and perform transactions on some of your consumer deposit accounts that are not linked to your card. If you are a business customer, your card's daily ATM withdrawal limit may not apply. Note: if you are accessing the ATM in Assisted-Service mode (a) using an ATM access code, see "ATM Access Codes" for more details, or (b) using a mobile device, see "Using your card through a mobile device" for more details.

### Linking accounts for card access and designating primary account

Linking lets you add accounts you own (e.g., checking, savings) to a debit or ATM card, giving you access to make transactions on multiple accounts with one card at Wells Fargo ATMs. At most Wells Fargo ATMs, you only have access to accounts linked to your card. When a Wells Fargo ATM is in Assisted-Service mode, however, and if you are a consumer customer you may be able to use your consumer card to access and perform transactions on your consumer accounts that are not linked to your card.

If you link only one account of a single type (e.g., checking or savings accounts) to the card, that linked account is automatically designated as the primary account.

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for purposes of electronic fund transfer services. The primary linked account for a consumer debit card must be an eligible consumer checking account. The primary linked account for a business debit card must be an eligible business checking account. The money for purchases and payments made with your card is deducted from the primary linked account. Cash withdrawals using a card at a participating non-Wells Fargo ATM are deducted from the primary checking or savings account. Note: Not all ATM operators support display of more than one type of account.

If you link more than one account of a single type to the card, you may designate a primary account and other accounts. If you do not designate a primary linked account, the first account of that type linked to your card is considered the primary linked account. If a primary account linked to the card is closed or delinked for any reason, we will designate another linked account (if applicable) as the new primary linked account. If this linked account is a savings account and there are no other eligible checking accounts to be linked as primary checking, your debit card will be closed and you can request an ATM card. [Note: for Wells Fargo campus debit cards with school access functionality, your banking access will be closed but your card can still be used for school access functionality]. We will determine the number and type of accounts you can link to your card.

### Using a card to access linked credit card and line of credit accounts at ATMs

If you link your Wells Fargo credit card account or eligible line of credit account (linked credit account) to your debit/ATM card, you may use the card to access the linked credit account at any Wells Fargo ATM. You can use the card to obtain cash or transfer funds from the linked credit account, as long as the linked credit account is in good standing and has available credit. Cash withdrawals and transfers of funds from your linked credit account are treated as cash advances. Each of these transactions is subject to the provisions of the applicable credit card account agreement or line of credit account agreement, including daily limits and cash advance fees.

You must notify us in case of errors or questions about your Wells Fargo credit card bill. If you think your bill is wrong or if you need more information about a transaction on your bill, write to us at Wells Fargo Card Services, P.O. Box 522, Des Moines, IA, 50302-9907. You also may call us at the telephone number listed on your account statement. However, you must write to us to preserve your billing rights. Please consult your applicable credit account agreement for complete information on the terms and conditions applicable to your linked credit account, including the rules related to cash advances from, and payments to, your linked credit accounts.

### Using your card

The tables (on pages 45 and 46) show how you can use your card to make purchases and payments, make transfers, use ATMs, and other services.

Using your card can include using your physical card, accessing your card by using it through a mobile device, or via an ATM access code, as noted in the chart on page 45.

**Note:** Some services described on pages 45 and 46 may not be available at all ATMs or merchants.

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To purchase or pay			
Actions	Debit card	ATM card <sup>1</sup>	Business deposit card
At merchants who accept payments through a network in which we participate (e.g., Visa® and MasterCard®)	√	√	
Pay bills directly to merchants or other providers with your card, or through a mobile device at merchants who accept mobile payments	√		
Request cash back when making a purchase with your PIN at merchants who offer this service (only available when using your physical card)	√	√	
Through a mobile device at merchants who accept mobile payments (see “Using your card through a mobile device” for more details)	√		
Choose whether and how you receive a receipt at the time you use your card at a merchant terminal.	√	√	

At Wells Fargo ATMs			
Actions	Debit card	ATM card	Business deposit card
View your account balances	√	√	
Withdraw cash	√	√	
Make deposits to your accounts	√	√	√ <sup>2</sup>
Transfer funds between your accounts	√	√	
Transfer funds from your eligible Wells Fargo credit accounts to your checking or savings accounts <sup>3</sup>	√	√	
Make payments to your eligible Wells Fargo credit card accounts	√	√	
Get a statement of the last 10 transactions <sup>4</sup>	√	√	
Get a statement of the balances of your accounts <sup>4</sup>	√	√	
Choose how you want to receive your ATM receipt: printed, emailed to the address on file or to your Wells Fargo Online secure inbox, for consumer cards, to your mobile phone number on file (availability may be affected by your mobile carrier's coverage area, and your mobile carrier message and data rates may apply)	√	√	√ <sup>5</sup>
Use your mobile device to access Wells Fargo ATMs displaying the Contactless Symbol <sup>6</sup> to perform the ATM transactions listed above (see “Using your card through a mobile device” for more details)	√		
Use an ATM access code to access Wells Fargo ATMs to perform the ATM transactions listed above (see “ATM Access Codes” for more details)	√	√	

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### At non-Wells Fargo ATM<sup>7</sup>s

Actions	Debit card	ATM card	Business deposit card
View your account balance (fees may apply)	√	√	
Withdraw cash (fees may apply)	√	√	
Transfer funds between accounts (fees may apply)	√	√	

### Via electronic credit transfers

Actions	Debit card	ATM card	Business deposit card
Receive transfers, such as those through card networks or funds transfer systems <sup>8</sup>	√		

<sup>1</sup> Purchases using an ATM card are only available at merchants who accept payments through networks in which we participate and require a PIN to authorize the purchase.

<sup>2</sup> At an ATM the business deposit card and associated PIN can only be used only to make ATM deposits. The card can be issued to an authorized signer on the business accounts. It also can be issued to a non-authorized signer at the request of an authorized signer. When the card is used to make an ATM deposit, account balances are neither displayed on the ATM screen nor printed on the ATM receipt. The card PIN cannot be used for authentication for phone or online access.

<sup>3</sup> Cash advance and ATM advance fees may apply. Refer to the applicable credit card account agreement or line of credit account agreement for more details.

<sup>4</sup> Statements at ATMs should not be used in place of the account statement for balancing or verifying the actual account balance.

<sup>5</sup> Business deposit cards are able to only receive printed receipts.

<sup>6</sup> The Contactless Symbol and Contactless Indicator are trademarks owned by and used with the permission of EMVCo, LLC.

<sup>7</sup> Non-Wells Fargo ATM<sup>7</sup>s are part of ATM networks owned or operated by other financial institutions. You can use your card at non-Wells Fargo ATM<sup>7</sup>s that display the Plus<sup>®</sup> logo to withdraw cash and check balances, and transfer funds between the accounts linked to your card as primary checking and primary savings. Note: 1) Some non-Wells Fargo ATM<sup>7</sup>s may not give you the option of choosing which account to access or may only let you access one of these two accounts. 2) Some transactions may not be available at all ATM<sup>7</sup>s, may be different from those available at Wells Fargo ATM<sup>7</sup>s, or may be limited to any withdrawal limit(s) set by the non-Wells Fargo ATM<sup>7</sup>.

<sup>8</sup> The following limitations apply to Visa Original Credit Transactions ("OCT") and MasterCard MoneySend ("MoneySend") money transfers to your Card:

#### Visa - Person-to-person OCT

Rolling 24 Hours	Rolling 7-Day	Rolling 30-Day
25 transactions or \$10,000	100 transactions or \$25,000	200 transactions or \$50,000

#### Visa - Business-to-person OCT

Rolling 24 Hours	Rolling 7-Day	Rolling 30-Day
40 transactions or \$50,000	100 transactions or \$125,000	200 transactions or \$300,000

#### MasterCard - MoneySend (all types)

1-Day (12 AM – 12 AM CT)	7-Day (12 AM – 12 AM CT)	30-Day (12 AM – 12 AM CT)
25 transactions or \$10,000	100 transactions or \$10,000	200 transactions or \$10,000

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### ATM and merchant terminal malfunctions

We are not responsible for damages resulting from an ATM or merchant terminal malfunction, except to the extent that malfunction results in an error (see “In case of errors or questions about your electronic fund transfers” for more details).

### Fees for use of card

We will charge a fee for each non-Wells Fargo ATM transaction you perform (except if waived by the terms of your account). In addition, the non-Wells Fargo ATM owner/operator may also charge a fee (unless waived by the terms of your account). The non-Wells Fargo ATM owner/operator fee is included in the total transaction amount that is withdrawn from your account and will apply to your card's daily ATM withdrawal limit. Transactions will also be limited to any withdrawal limits set by the non-Wells Fargo ATM.

We will charge a fee if you make an over-the-counter (teller assisted) cash disbursement at a non-Wells Fargo bank that accepts Visa-branded cards. Some merchants may assess a fee when you use your card for a purchase or for cash back. The merchant fee will be included in the total purchase amount.

Additional fees applicable to use of the card are provided in the Consumer Schedule or Business Schedule, as applicable.

### Daily limits and funds available for use with cards

You may use your card subject to 1) your daily purchase limit and daily ATM withdrawal limit, and 2) your available balance in your account. The following rules apply:

#### Limits on dollar amounts

- Your card's daily purchase limit is the maximum U.S. dollar amount of purchases (including cash back, if any) that can be authorized each day from your primary linked account, less merchant fees, if any. Note: If you use your Card or Card number to fund a digital wallet, brokerage, or other type of account, these Account Funding Transactions (AFTs) will count against your Card's daily purchase limit (AFTs may also be limited by the applicable card network).
  - If your daily purchase limit is more than \$99,999, you may ask that the merchant process multiple transactions to complete a purchase above this amount.
- Your card's daily ATM withdrawal limit is the maximum amount of cash you can withdraw each day from any combination of accessible accounts using your card, less any non-Wells Fargo ATM owner/operator fees, if applicable.
- When you use a Wells Fargo ATM in Assisted-Service mode, your card's daily ATM withdrawal limit may not apply.

#### Limits for your card

We provide you your daily ATM withdrawal and purchase limits when you receive your card. You can confirm your card's daily limits by signing on to Wells Fargo Online, Wells Fargo Business Online, or the Wells Fargo Mobile® app, or calling us at the number listed in the “How to reach Wells Fargo” section. Note: For security reasons there may be additional limits on the amount, number, or type of transactions you can make using your card.

#### Changes to your card limits

We may, without telling you, increase your daily purchase or ATM withdrawal limit based on account history, activity, and other factors. If we decrease the limits of your card, we will notify you in accordance with applicable law.

#### Definition

For purposes of the daily limits only, a day is defined as the 24-hour period from midnight to midnight, Pacific Time. If a transaction is made in another time zone, it will be processed based on when we receive it (Pacific Time).

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### Other limits

There is generally no limit on the number of times the card may be used each day as long as the applicable daily ATM withdrawal limit and daily purchase limit are not exceeded and there is a sufficient available balance in any combination of your deposit accounts accessed for withdrawal.

- If the ATM transaction or purchase would create an overdraft on the account, we may, in our sole discretion, take any of the actions described in the section of the Agreement titled “Available balance, posting order, and overdrafts.” The availability of deposits for withdrawal is described in the funds availability policy.
- When we approve a transaction or purchase, we call that an authorization. We may limit the number of authorizations we allow during a period of time (e.g., if we notice out-of-pattern use of your card, or suspected fraudulent or unlawful activity). For security reasons, we cannot explain the details of the authorization system. If we do not authorize the payment, we may notify the person who attempted the payment that has been refused. We will not be responsible for failing to give an authorization.

### Illegal transactions

You must not use your card or account for any illegal purpose. You must not use your card or account to fund any account that is set up to facilitate internet gambling, except certain government (or state) owned lotteries and certain government-licensed online casinos and horse/dog racing. In our discretion, we may allow or deny transactions or authorizations from merchants who are apparently engaged in or who are identified as engaged in the internet gambling business.

### Using your card through a mobile device

A mobile device means a smartphone, tablet, or any other hand-held or wearable communication device that allows you to electronically store or electronically present your debit card or debit card number (digital card number) and use that digital card number to make debit card transactions.

When you use your debit card with your mobile device for transactions:

- Availability may be affected by your mobile carrier’s coverage area, and your mobile carrier may charge you message and data rates, or other fees.
- Your debit card information is sent across wireless and computer networks.
- Information about your mobile device may be transmitted to us.
- You should secure the mobile device the same as you would your cash, checks, credit cards, and other valuable information. We encourage you to password protect or lock your mobile device to help prevent an unauthorized person from using it.
- Please notify us promptly if your mobile device containing your digital card number is lost or stolen.
- When you make a purchase or payment using your mobile device, the merchant will not provide an option for cash back.
- Some Wells Fargo ATMs within secure locations may require a physical card for entry.
- You can access Wells Fargo ATMs that display the Contactless Symbol by holding your mobile device close to the Contactless Symbol.
- Each time you access a Wells Fargo ATM with your mobile device and card PIN, you can perform one monetary transaction (such as a cash withdrawal), or one non-monetary transaction (such as a balance inquiry) before your one monetary transaction.

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- If you are accessing a Wells Fargo ATM in Assisted-Service mode using your mobile device, your card's daily ATM withdrawal limit will apply and you will not be able to access accounts that are not linked to your card.

When you use your debit card with your mobile device for transactions, third parties, such as merchants, card association networks, mobile carriers, digital wallet operators, mobile device manufacturers, and software application providers may 1) use and receive your digital card number, and 2) receive information about your mobile device.

If you have enrolled in Overdraft Protection and/or Debit Card Overdraft Service, those terms will apply to debit card transactions made through a mobile device. For additional information, please see the section on "Available balance, posting order, and overdrafts."

We may, at any time, partially or fully restrict your ability to make debit card transactions through a mobile device. If you want to remove your digital card number from your mobile device, please contact us using the information listed in the "How to reach Wells Fargo" section.

### ATM Access Codes

Upon your request, we may provide you with a secure access code. This code (when used together with the PIN associated with your eligible card) allows you to access your accounts for certain transactions at Wells Fargo ATMs. Use of this code with the associated card PIN is equivalent to use of the card at a Wells Fargo ATM. Some Wells Fargo ATMs within secure locations may require a physical card for entry.

We will display your code within our mobile app or send it to your mobile phone via text message if requested. Availability may be affected by your mobile carrier's coverage area, and your mobile carrier may charge you message and data rates, or other fees. The length of time your code can be used will be provided with the code. Each access code is temporary and can be used only once. With each access code you enter at the ATM, you can perform one monetary transaction (such as a cash withdrawal), or one non-monetary transaction (such as a balance inquiry) before your one monetary transaction.

**Note:** If you are accessing a Wells Fargo ATM in Assisted-Service mode using an ATM access code, your card's daily ATM withdrawal limit will apply and you will not be able to access accounts that are not linked to your card.

Your use of ATM access codes is subject to the following frequency limitations:

- We will send you no more than four ATM access codes in a rolling 24-hour period, regardless of how many applicable cards you have or whether those ATM access codes are used. This limit will apply regardless of how you request or how we send the ATM access codes.
- We will allow no more than four cash withdrawal transactions per card in a rolling 30-day period using ATM access codes sent to your mobile phone via text message. This limit does not apply to cash withdrawal transactions using ATM access codes generated within our mobile app.

### Card on file with merchants

If you give your debit card number to a merchant with authorization to bill it for recurring payments, or to keep it on file for future purchases or payments, the merchant may receive updated card information to process such payments, for example, if the merchant participates in the Visa Account Updater Service or a similar service. However, since not all merchants receive updated card information, we recommend you notify each merchant of your new debit card number and/or expiration date to ensure your payments continue uninterrupted. If you have a card on file with a merchant and want to cancel the payment arrangement, be sure to cancel it directly with the merchant.

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### Authorization holds for card transactions

For all card purchase transactions, we may place a temporary hold on some or all of the funds in the account linked to your card when we obtain an authorization request. We refer to this temporary hold as an authorization hold. The funds subject to the hold will be subtracted from your available balance.

We can place an authorization hold on your account for up to three business days (or for up to 30 business days at the Bank's discretion for certain types of debit card transactions, including but not limited to, international car rental and hotel) from the time of the authorization or until the transaction is paid from your account. However, if the merchant does not submit the transaction for payment within the time allowed, we will release the authorization hold. This means your available balance will increase until the transaction is submitted for payment by the merchant and posted to your account. If this happens, we must honor the prior authorization and will pay the transaction from your account. In some situations, the amount of the hold may differ from the actual transaction amount since the merchant may not know the total amount you will spend. For example, a restaurant submits the authorization request for your meal before you add a tip.

Note: You might end up overdrawing the account even though the available balance appears to show there are sufficient funds to cover your transaction. For example, if a merchant does not submit a one-time debit card transaction for payment within three business days of authorization (or within 30 business days at the Bank's discretion for certain types of debit card transactions, including but not limited to, international car rental and hotel), we must release the authorization hold on the transaction even though we will have to honor the transaction. The transaction will be paid from the funds in the account when we receive it for payment.

You should record and track all of your transactions closely to confirm your available balance accurately reflects your spending of funds from the account linked to your card.

### Partial authorization for card transactions

If a debit card or ATM card purchase amount exceeds the current available balance in the primary linked checking or savings account when you are making a purchase, you may be able to use your available balance to pay for a portion of the total purchase. The transaction will be subject to a partial authorization daily purchase limit set by the Bank and your card's daily dollar limit.

We will first try to approve the full amount of the purchase with the available funds in your checking account, account(s) linked for Overdraft Protection, and, if enrolled, using Debit Card Overdraft Service. If we do not approve the full amount of the purchase, we may approve a portion of the purchase using the remaining available funds in your checking account.

This is called a partial authorization. The remaining amount of the purchase total would need to be covered by another form of payment, such as cash or another card. If you are unable/unwilling to provide an additional form of payment, the partial authorization will be reversed by the merchant. Not all merchants are able to accept partial authorizations or process transactions using multiple forms of payment.

### Transactions outside the United States

If a card is used to make an ATM withdrawal or a purchase outside the United States, the network handling the transaction will convert the local currency amount of the transaction to U.S. dollars (or, in the case of a purchase only, the merchant handling the transaction may convert the currency). If the network converts the currency, it will

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## Debit cards and ATM cards

use either a rate selected by the network from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate the network itself receives or the government-mandated rate in effect for the applicable central processing date. If the merchant handling the purchase converts the currency, the merchant will determine the currency conversion rate. For each purchase transaction completed outside the United States, we may also charge an international purchase transaction fee, which we base on the amount provided to us by the network (e.g., Visa, MasterCard) in U.S. dollars.

### Ending your card use

Your card is our property. We may cancel your card at any time without notice to you. You may cancel your card at any time by writing to us at the address provided in your account statement. If the account is closed or the card is cancelled, you will immediately destroy the card(s) and, upon request, tell us in writing that the card(s) has been destroyed. If requested, you must immediately return the card(s) to us. If your card is cancelled, you must pay for any card transactions made before the card is cancelled.

For the Wells Fargo Campus Card program, school issued campus cards are the property of the school. We may cancel your card banking access at any time without notice to you. You may cancel your banking access at any time by writing to us at the address provided in your account statement. If your banking access is cancelled, you must pay for any card transactions made before the banking access is cancelled.

### Helping protect your card

#### **Liability for unauthorized transactions according to Regulation E** (card transactions from consumer accounts only)

Tell us AT ONCE if you believe your card, card number, PIN, or code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus funds in any line of credit, savings account, or credit card linked to your account or as part of an Overdraft Protection plan). If you tell us within two business days after you learn of the loss or theft of your card, card number, PIN, or code, you can lose no more than \$50 if someone used your credentials without your permission (however, see “Zero Liability protection (card transactions from consumer and business accounts only)” below).

If you do NOT tell us within two business days after you learn of the loss or theft of your card, card number, PIN, or code, and we can prove we could have stopped someone from using your credentials without your permission if you had told us, you could lose up to \$500 (however, see “Zero Liability protection (card transactions from consumer and business accounts only)” below).

Also, if your account statement shows transfers that you did not make or authorize, including those made by your card, PIN, code, or other means, tell us at once. If you do not notify us within 60 days after the statement was mailed or was otherwise made available to you, you will be liable for any additional unauthorized transactions that occurred after the 60-day period and before you provided notice to us (if we can prove we could have stopped those transactions had you promptly notified us). This will apply even to unauthorized transactions that occur shortly before you notify us. If a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time periods.

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## Debit cards and ATM cards

**Zero Liability protection** (card transactions from consumer and business accounts only)

**For card transactions from consumer accounts only:** Your card comes with Wells Fargo's Zero Liability protection, which provides you with more coverage than what Regulation E requires for cards accessing consumer accounts (see "Liability for unauthorized transactions according to Regulation E (card transactions from consumer accounts only)" above).

**For card transactions from business accounts only:** Your card comes with Wells Fargo's Zero Liability protection.

With Zero Liability protection, you will have no liability for any card transactions that you did not make or authorize, so long as those transactions occurred before the end of the 60-day period described below.

If your account statement shows card transactions that you did not make or authorize, tell us at once. If you do not notify us within 60 days after the statement was mailed or was otherwise made available to you, you will be liable for any additional unauthorized card transactions that occurred after the 60-day period and before you provided notice to us (if we can prove we could have stopped those card transactions had you promptly notified us). This will apply even to unauthorized card transactions that occur shortly before you notify us. If a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time period.

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### Additional information for Wells Fargo Campus Card Program customers

Campus debit and campus ATM cards are available for students, faculty, and staff of colleges and universities (“schools”) that participate in the Wells Fargo Campus Card program. Campus debit cards can be identified by the Visa® logo on the front of the card; campus ATM cards do not include a Visa logo.

Wells Fargo campus cards are available two ways: 1) Wells Fargo issued cards and 2) school issued cards. Your school determines which program you participate in.

A Wells Fargo issued card is produced by Wells Fargo. Currently enrolled students, and currently employed faculty members or staff receive them by mail after requesting a card. A card may be requested by bringing a valid school ID to a Wells Fargo branch. It must be linked to an eligible new or existing deposit account to be used for purchases and ATM transactions and expires five years from the date it was issued. At that time, we will issue you a standard Wells Fargo Debit Card.

A school issued card is produced by the school and given directly to currently enrolled students, and currently employed faculty members or staff, by the school. It can be linked to an eligible new or existing deposit account to be used for purchases and ATM transactions.

School issued campus ATM cards can be linked to an eligible deposit account at any time for up to five years from the date it was issued. At five years, the card expires and can no longer be linked to a deposit account or used for purchases or ATM transactions. You can contact Wells Fargo and request a standard Wells Fargo Debit or ATM Card to use for purchases and ATM transactions.

Both Wells Fargo and school issued campus cards are subject to daily dollar limits for purchases and ATM transactions. The first campus debit or campus ATM card you are issued will have the limits listed below. Replacement campus debit or campus ATM cards will have the same limits as the card it replaced at the time the replacement card is issued. You can confirm your limits by calling us at the number listed in the “How to reach Wells Fargo” section, or by viewing them in Wells Fargo Online.

Campus debit card limits	
Your daily ATM withdrawal limit is	\$310
Your daily purchase limit is	\$1,000
Campus ATM card limits	
Your daily ATM withdrawal limit is	\$310
Your daily purchase limit is	\$500

To view the Campus Debit and ATM Card Terms and Conditions, please visit [wellsfargo.com/debitcardterms](https://wellsfargo.com/debitcardterms) (English) or [wellsfargo.com/spanishdebitcardterms](https://wellsfargo.com/spanishdebitcardterms) (Spanish).

## Electronic fund transfer services

(Consumer accounts only)

### General rules for electronic fund transfer services

We offer a variety of electronic fund transfer services you can use to access funds in your account(s) and perform other transactions detailed in this section. We describe some of these services in this section and also provide certain disclosures that apply to the use of electronic fund transfer services with your consumer account. Some of these services are governed by separate agreements we give to you at the time your card is mailed or you sign up for the service (e.g., ATM and debit cards, Wells Fargo Online and Mobile Banking).

When you read this section, you will see references to Regulation E. This regulation applies to transactions you can perform using your card to access your account, such as purchases and ATM transactions. Regulation E also applies to other types of electronic fund transfers you can make from or to your account, such as payments made using Bill Pay and the direct deposit of your paycheck into your account. Regulation E sets forth the basic rights, liabilities, and responsibilities of consumers who use electronic fund transfers and of the banks or other persons who offer these services. It includes the actions you need to take if you believe your card, your card number, or your Personal Identification Number (PIN) has been lost or stolen, or if you notice an error or unauthorized electronic fund transfer on your account and the rules regarding your potential liability for these transfers. Your responsibilities and protections under Regulation E are described in more detail in the “Electronic fund transfer disclosures” section.

For unauthorized card transactions, in addition to the rights you have under Regulation E, Wells Fargo Zero Liability protection provides you with added protection from liability. For details, see the “Helping protect your card” section in the “Debit cards and ATM cards” part of this Agreement.

The following table summarizes the types of transactions to which Regulation E applies and tells you if Zero Liability protection covers the transaction.

Debit and ATM card transactions			
Electronic fund transfer	Description	Transaction covered by Reg E <sup>1</sup>	Zero Liability protection <sup>2</sup>
Wells Fargo ATMs	View your account balances, make deposits to or withdraw from your account, transfer funds between your accounts, make payments to a linked credit account transfer funds from your eligible Wells Fargo credit accounts to your account, obtain a statement of the last 10 transactions (fees may apply)	√	√
Non-Wells Fargo ATMs	Withdraw cash (fees may apply)	√	√

<sup>1</sup> For details, see the “Electronic fund transfer disclosures” part of this Agreement.

<sup>2</sup> For details, see the “Helping protect your card” section in the “Debit cards and ATM cards” part of this Agreement.



## Electronic fund transfer services

(Consumer accounts only)

**Debit and ATM card transactions (continued)**

<b>Electronic fund transfer</b>	<b>Description</b>	<b>Transaction covered by Reg E<sup>1</sup></b>	<b>Zero Liability protection<sup>2</sup></b>
<b>Purchases at participating merchants</b>	Purchase goods and services from merchants accepting payments through a network (e.g., Visa and MasterCard) in which we participate (fees may apply)	√	√
<b>Over-the counter (teller assisted) cash disbursements at a Wells Fargo location</b>	Withdraw cash through a teller	√	√
<b>Over-the counter (teller assisted) cash disbursements at a non-Wells Fargo location</b>	Withdraw cash through a non-Wells Fargo teller (fees may apply)	√	√
<b>Bill payments</b>	Authorize one-time or recurring electronic payments from your account using information from your card	√	√

**Electronic transfers, payments, credits, and electronic check conversions**

<b>Electronic fund transfer services (EFT)</b>	<b>Description</b>	<b>Transaction covered by Reg E<sup>1</sup></b>	<b>Zero Liability protection<sup>2</sup></b>
<b>Transfers</b>	Send or receive transfers between your accounts or to other recipients at Wells Fargo or other financial institutions	√	
<b>Payments</b>	One-time or recurring payments from your account that you initiate or preauthorize for withdrawal from your account	√	
<b>Credits</b>	Manual or automatic electronic deposits to your account, such as payroll or benefits payments	√	

<sup>1</sup> For details, see the “Electronic fund transfer disclosures” part of this Agreement.

<sup>2</sup> For details, see the “Helping protect your card” section in the “Debit cards and ATM cards” part of this Agreement.

**Electronic fund transfer services**

(Consumer accounts only)

**Electronic transfers, payments, credits, and electronic check conversions**  
(continued)

<b>Electronic fund transfer services (EFT)</b>	<b>Description</b>	<b>Transaction covered by Reg E<sup>1</sup></b>	<b>Zero Liability protection<sup>2</sup></b>
<b>Electronic check conversions</b>	Electronic fund transfer using information from a check (e.g., the Bank's routing number and your account number)	√	

**Phone Bank transactions**

<b>Electronic fund transfer services (EFT)</b>	<b>Description</b>	<b>Transaction covered by Reg E<sup>1</sup></b>	<b>Zero Liability protection<sup>2</sup></b>
<b>Phone Bank Transactions</b> (not under a written agreement or plan)	A request to the Phone Bank to make a transaction to and from your account		
<b>Phone Bank Transactions</b> (under a written agreement or plan)	The Phone Bank, under an agreement, can make transactions to and from your account	√	

<sup>1</sup> For details, see the "Electronic fund transfer disclosures" part of this Agreement.

<sup>2</sup> For details, see the "Helping protect your card" section in the "Debit cards and ATM cards" part of this Agreement.

## Electronic fund transfer disclosures

### (Consumer accounts only)

The following provisions apply to electronic fund transfers to or from your consumer deposit account that are governed by Part A of Regulation E.

Note: These provisions do not apply to remittance transfers (e.g., ExpressSend® and consumer-initiated international wire transfers). Remittance transfers you send through us are governed by a separate agreement you enter into when you sign up for the service or send the remittance transfer.

### **Liability for unauthorized transactions according to Regulation E**

Tell us AT ONCE if you believe your card, card number, PIN, or code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus funds in any line of credit, savings account, or credit card linked to your account or as part of an Overdraft Protection plan).

If you tell us within two business days after you learn of the loss or theft of your card, card number, PIN, or code, you can lose no more than \$50 if someone used your credentials without your permission (however, see the “Helping protect your card” section in the “Debit card and ATM card” part of this Agreement).

If you do NOT tell us within two business days after you learn of the loss or theft of your card, card number, PIN, or code, and we can prove we could have stopped someone from using your credentials without your permission if you had told us, you could lose up to \$500 (however, see the “Helping protect your card” section in the “Debit card and ATM card” part of this Agreement).

Also, if your account statement shows transfers that you did not make or authorize, including those made by your card, PIN, code, or other means, tell us at once. If you do not notify us within 60 days after the statement was mailed or was otherwise made available to you, you will be liable for any additional unauthorized transactions that occurred after the 60-day period and before you provided notice to us (if we can prove we could have stopped those transactions had you promptly notified us). This will apply even to unauthorized transactions that occur shortly before you notify us. If a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time periods.

### **Contact in the event of unauthorized transfer**

If you believe your card, card number, PIN, or code has been lost or stolen, call Wells Fargo Phone Bank at 1-800-869-3557 or the number listed on your statement, or write to us at Wells Fargo, Customer Correspondence, P.O. Box 6995, Portland, OR, 97228-6995.

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

### **Preauthorized credits to your account**

If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can check Wells Fargo Online or Mobile banking, enroll in account alerts, or call Wells Fargo Phone Bank at 1-800-869-3557 to find out whether or not the deposit has been made.

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## Electronic fund transfer disclosures

(Consumer accounts only)

### Account statements

Account statements are available as online statements or as paper statements sent by postal mail.

**You must be 13 years old or older to receive online statements.**

Checking accounts will get a monthly account statement. Savings accounts will generally get a quarterly account statement, but will get a monthly account statement if you do one of the following:

- Set up automatic transfers into your savings account,
- Have electronic fund transfer activity in the account, or
- Have a combined statement for your checking and savings accounts.

### Handling preauthorized payments

- **Right to stop payment:** If you have told us in advance to make regular (recurring) payments out of your account, you can stop any of these payments. Here's how:  
Call Wells Fargo Phone Bank at 1-800-869-3557, or write to us at Wells Fargo, Customer Correspondence, P.O. Box 6995, Portland, OR, 97228-6995, in time for us to receive your request three business days or more before the payment is scheduled. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. There is no fee to stop a recurring preauthorized payment using the debit card.
- **Notice of varying amounts:** If the amount of these regular (recurring) payments vary, the party you are going to pay should tell you 10 days before each payment, when it will be made and how much it will be. (The party you are going to pay may allow you to choose to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)
- **Liability for failure to stop payment:** If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will pay for your losses or damages.

### Electronic check conversion

You may authorize a merchant or other payee to make a one-time electronic payment from your account using information from your check to 1) pay for purchases, or 2) pay bills.

### Account inquiry

You have the right to contact us to find out whether an electronic transfer has been credited or debited to your account. Call Wells Fargo Bank at 1-800-869-3557, or write to us at Wells Fargo, Customer Correspondence, P.O. Box 6995, Portland, OR 97228-6995.

### Receipts

You can get a receipt at the time you make any transfer to or from your account using one of our ATMs or when you use your card at a merchant terminal.

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## Electronic fund transfer disclosures

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### Our liability for failure to make transfers

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. For instance, we will not be liable if:

- Through no fault of ours, you do not have enough money in your account to make the transfer,
- The transfer would go over the credit limit on a credit account linked for Overdraft Protection,
- The ATM where you are making the transfer does not have enough cash,
- The terminal or system was not working properly and you knew about the breakdown when you started the transfer,
- Circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions we have taken, or
- There is some other exception stated in our Agreement with you.

### In case of errors or questions about your electronic fund transfers

If you see an error or have questions about your electronic transfers, if you think your deposit statement or receipt is wrong, or if you need more information about a transfer listed on an account statement or receipt, call Wells Fargo Phone Bank at 1-800-869-3557 or the number listed on your account statement, or write to us at Wells Fargo, Customer Correspondence, P.O. Box 6995, Portland, OR, 97228-6995 as soon as you can. We must hear from you no later than 60 days after we send the FIRST account statement on which the problem or error appeared, and you should take the following actions:

- Tell us your name and account number (if any) and the dollar amount of the suspected error.
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.

If you tell us in person or by phone, we may require that you send us your complaint or question in writing within 10 business days.

### Investigations

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we need more time, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

For errors involving new accounts, point-of-sale transactions, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

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## Phone Bank Services

### How do we verify your identity when you call?

If you have an assigned PIN for your debit or ATM card, or have a PIN issued only for authentication purposes with no associated debit or ATM card, we use your PIN to confirm your identity to allow you to use the automated phone bank system.

If a PIN has not been assigned or if you do not use the automated phone bank system, we will ask for and use a variety of information to verify your identity.

### What transactions are authorized?

You authorize us to comply with any request of a caller using Wells Fargo's telephone banking services, including without limitation a request to transfer funds between or among your accounts, provided we authenticate the caller in compliance with one of the identity verification procedures described above.

### Are we allowed to cancel your PIN issued only for authentication purposes?

Yes, we may cancel your PIN issue only for authentication purposes at any time without notice. If you use a PIN that is not associated with a card, you must use it at least once every six months to ensure we do not cancel your PIN due to inactivity.

### How can you change your PIN?

If you know your PIN associated with a debit or ATM card, you may use the automated phone system or ATM to change your PIN. If you know your PIN issued only for authentication purposes, you may use the automated phone system to change your PIN.

If you do not know your PIN, you may change your PIN at a banking location or by calling us to request the mailing of a new randomly selected PIN.

**Consumer:** Wells Fargo Phone Bank at 1-800-TO-WELLS (1-800-869-3557)

**Business:** Wells Fargo National Business Banking Center at 1-800-CALL-WELLS (1-800-225-5935)

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## Funds transfer services

The following provisions are in addition to, and not in place of, any other agreements you have with us regarding funds transfers. The following provisions apply to funds transfers to or from your account. The terms “funds transfer,” “funds transfer system,” “payment order,” and “beneficiary” are used here as defined in Article 4A of the Uniform Commercial Code - Funds Transfers, as adopted by the state whose laws govern your account. As used in these provisions, a funds transfer does not include a transaction made using a Wells Fargo issued card. Examples of covered funds transfers are a preauthorized automatic transaction (ACH) like your car or mortgage payment, and wire transfers.

### Rules of funds transfer systems

Funds transfers to or from your account will be governed by the rules of any funds transfer system through which the transfers are made (“System Rules”), including Fedwire, the National Automated Clearing House Association, the Electronic Check Clearing House Organization, any regional association (each an ACH), the Clearing House Interbank Payments System (CHIPS), the Society for Worldwide Interbank Financial Telecommunication (“SWIFT”) and the RTP system (“RTP System”). We are under no obligation to honor, in whole or in part, any payment order or other instruction that could result in our contravention of applicable law, including, without limitation, requirements of the U.S. Department of the Treasury’s Office of Foreign Assets Control (“OFAC”) and the Financial Crimes Enforcement Network (“FinCEN”).

### Sending funds transfers/Mean of transmission

In acting upon transfer instructions received from you, we may use any means of transmission, funds transfer system, clearing house or intermediary bank that we reasonably select.

### Notice of funds transfers

We will notify you of funds electronically debited from or credited to your account through the account statement for your account covering the period in which the transaction occurred. We are under no obligation to provide you with any additional notice or receipt.

### Reliance on identification numbers

If an instruction or order to transfer funds describes the party to receive payment inconsistently by name and account number, we will rely on the beneficiary account number even if the account number identifies a party different from the named recipient. If an instruction or order to transfer funds describes a participating financial institution inconsistently by name and identification number, the identification number may be relied upon as the proper identification of the financial institution.

### Duty to report unauthorized or erroneous funds transfers

You will exercise ordinary care to determine whether a funds transfer from your account was either not authorized or inaccurate, and you will notify us of the facts within a reasonable time not exceeding 14 days after you have received notice from us that the instruction or order was accepted or your account was debited or credited for the funds transfer, whichever is earlier. You must notify us within 14 days to be entitled to a refund from us. If you do not notify us within 14 days, we will be entitled to retain payment for the funds transfer.

### Erroneous payment orders

We have no obligation to detect errors you make in payment orders (e.g., an instruction

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to pay a beneficiary not intended by you or to pay an amount greater than the amount intended by you, or a transmission of a duplicate payment order previously sent by you). If we detect an error on one or more occasions, we will not be obligated to detect errors in any future payment order. We will rely on the beneficiary account number and beneficiary bank identification number (e.g., IBAN, RTN, or SWIFT BIC) you provide with an instruction or order. You could lose the funds if you provide incomplete or inaccurate information.

### ACH transactions

In addition to the other terms in the Agreement, the following terms and conditions apply to payments to or from your account that you transmit through an ACH:

- Your rights as to payments to or from your account will be based on the laws governing your account.
- When we credit your account for an ACH payment, the payment is provisional until we receive final settlement through a Federal Reserve Bank or otherwise receive payment.
- If we do not receive final settlement or payment, we are entitled to a refund from you for the amount credited to your account.
- You hereby authorize any Originating Depository Financial Institution (ODFI) to initiate, pursuant to ACH Operating Rules, ACH debit entries to your account for presentment or re-presentment of items written or authorized by you.

### Reversal or return of ACH transactions

**Consumer accounts only:** You have the right to reverse any unauthorized ACH payment that was debited from your account. If you give us written notice that you want to reverse a payment, we will credit your account for the amount of the payment. You must notify us no later than 15 days after we send you, or otherwise make available to you, your account statement that reflects the payment you want to reverse. This right of reversal is in addition to your right to stop payment.

**Business accounts only:** Under the ACH Rules, the Bank can return any non-consumer ACH debit entry as unauthorized until midnight of the business day following the business day the Bank posts the entry to your account. In order for the Bank to meet this deadline, you are required to notify us to return any non-consumer ACH debit entry as unauthorized by the cutoff time we separately disclose. The cutoff time is currently 3:00 PM Central Time. If you do not notify us in a timely manner of the unauthorized non-consumer ACH debit entry, we will not be able to return it without the cooperation and agreement of the originating bank and the originator of the debit entry. Any other effort to recover the funds must occur solely between you and the originator of the entry.

### Stop payment orders on ACH debit entries

An "ACH Debit Entry" is an item requesting the withdrawal of funds from your account through ACH. You may request a stop payment order for an ACH debit entry that has not already been paid from your account sender/payee. To be effective, a stop payment order must be received in a time and manner that gives Bank a reasonable opportunity to act on the applicable ACH debit entry. If you provide oral instructions, we may require confirmation in writing. If such written confirmation is not received, we may remove the stop payment order after fourteen (14) days. An instruction to revoke a stop payment order must be received in a time and manner that gives us a reasonable opportunity to act on it.



## Funds transfer services

To place a stop payment order on an ACH debit entry, you must provide the following information: (i) your account number (ii) amount of the ACH debit entry, (iii) effective date, and (iv) payee name. We may request additional information and may, at our sole discretion, use only a portion of the required information in order to identify the ACH debit entry. We may be able to place a stop payment order based on the company identification number of the sender/payee, but this may stop all ACH entries received from this sender/payee.

### Additional information on ACH debit entries

Information you provided that is incorrect or subject to change (for example, if the sender changes its company identification number or individual identification number) may result in payment of the ACH debit entry. You acknowledge this risk and agree that you are responsible for notifying the sender of the ACH debit entry that your authorization has been revoked. You agree to indemnify and hold us harmless from and against any loss incurred by us as a result of our paying an ACH debit entry if any of the information relied upon in the stop payment order is incorrect or incomplete (or as a result of our not paying an ACH debit entry for which a valid stop payment order is in effect).

### Liability for transactions not covered by Regulation E

For purchases and other transactions in consumer accounts not governed by Regulation E, you are liable for all losses relating to unauthorized funds transfers that do not result solely from our negligence or intentional misconduct, unless the laws governing your account require lesser liability.

### Receiving RTP® Payments

The following additional terms apply to any real-time payments we receive for credit to your account through the RTP System. The terms “sender,” “receiver,” and “sending participant” are used here as defined in the system rules governing RTP payments (“RTP Rules”). In addition to the RTP Rules, RTP payments will be governed by the laws of the state of New York, including New York’s version of Article 4A of the Uniform Commercial Code, as applicable, without regard to its conflict of laws principles.

- The RTP System may be used only for eligible payments between a sender and receiver whose accounts are located in the United States. You may not send or receive payments on behalf of any person or entity not domiciled in the United States. RTP payments that are permitted under the RTP Rules and our requirements are considered eligible payments for purposes of this Agreement.
- RTP payments cannot be cancelled or amended by the sender. If we receive a message from a sending participant requesting return of an RTP payment received for credit to your account, we may notify you of that request. You are not obligated under the RTP Rules to comply with any such request for return of funds. Any dispute between you and the sender of an RTP payment should be resolved between you and the sender.
- If you do not wish to accept an RTP credit received to your account, you may request that we return such payment to the sender. We may, at our sole discretion, attempt to honor such request but will have no liability for our failure to do so.
- RTP payments are typically completed within thirty (30) seconds of transmission of the RTP payment by the sender, unless the RTP payment fails or is delayed due to a review by us or the sending participant, such as for fraud, regulatory, or compliance purposes. Transaction limits imposed by the RTP System or sending participant may also prevent RTP payments from being sent to your account.

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## Funds transfer services

We are under no obligation to honor, in whole or in part, any payment order or other instruction that could result in our contravention of applicable law, including, without limitation, requirements of the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") and the Financial Crimes Enforcement Network ("FinCEN").

Introduction
Resolving disputes through arbitration
Important legal information
Statements and error notifications
Rights and responsibilities
Checking and savings accounts
Electronic banking services

## How to reach Wells Fargo

<b>Wells Fargo accepts Telecommunications Relay Services calls.</b>	
<b>Wells Fargo Online®</b>	Visit <a href="https://wellsfargo.com">wellsfargo.com</a> or call 1-800-956-4442
<b>Wells Fargo Business Online®</b>	Visit <a href="https://wellsfargo.com/biz">wellsfargo.com/biz</a> or call 1-800-956-4442
<b>Wells Fargo Phone Bank</b>	1-800-TO-WELLS (1-800-869-3557)
Spanish-speaking customers	1-877-PARA-WFB (1-877-727-2932)
TTY/TDD for deaf and hard-of-hearing customers	1-800-877-4833
<b>National Business Banking Center</b>	1-800-CALL-WELLS (1-800-225-5935)
Spanish-speaking customers	1-877-337-7454
TTY/TDD for deaf and hard-of-hearing customers	1-800-877-4833
<b>Wells Fargo Mobile®</b>	Visit <b>Consumer:</b> <a href="https://wellsfargo.com">wellsfargo.com</a> <b>Business:</b> <a href="https://wellsfargo.com/biz/mobile/">wellsfargo.com/biz/mobile/</a> or call 1-866-863-6762
<b>Portfolio by Wells Fargo® customers</b>	1-800-742-4932 1-800-600-4833 (TTY/TDD for deaf and hard-of-hearing customers)
<b>IRA and ESA customers</b>	1-800-BEST-IRA (1-800-237-8472)
<b>Customers outside the U.S.</b>	Visit <a href="https://wellsfargo.com/help/international-access-codes">wellsfargo.com/help/ international-access-codes</a> to view a list of our International Access Codes.

**For all other accounts, please refer to your statement for contact information.**

# Exhibit “B”



Online Security Guarantee



Print

Share



If you follow the requirements set forth in the **Your Responsibilities** section below, we guarantee that you will be reimbursed for 100% of funds removed from your Wells Fargo accounts in the unlikely event that someone you haven’t authorized fraudulently removes those funds through our eligible **Online Services**.

Online Services

Online Services means any *Wells Fargo Online*® or *Wells Fargo Business Online*® services you use to initiate consumer, business, or brokerage monetary transactions (including trading losses incurred through unauthorized access and activity): (1) online at wells Fargo .com or wells Fargo advisors .com, or (2) on your mobile device, via text at our 93557 short code, or via one of our *Wells Fargo Mobile*® downloadable applications.

Your Responsibilities

To qualify for the protections provided by the Online Security Guarantee, you must:

- **Never** disclose your personal account information to others (including, but not limited to, your Personal Identification Number (PIN), online username, password, one time passcodes, RSA SecurID® token, or any other security credential you may use to access your accounts);
  - Note: If your device allows access to anyone other than you via fingerprint, that person will also be able to access your *Wells Fargo Mobile* downloadable applications on the same device when Touch ID® or fingerprint is enabled, and their transactions will be considered authorized.
- Report any suspected incidents of unauthorized account access or fraud [to us](#) **within 60 calendar days** after the date we send you the account statement showing the suspected unauthorized activity; **and**
- Fully cooperate with our claims representatives and comply with our requests and procedures during the processing of your claim.

Exclusions

The Online Security Guarantee does not apply to:

- Mobile deposit
- Transactions made through the *Commercial Electronic Office*® (*CEO*®) portal or *CEO*® Mobile
- Transactions made through Wells Fargo Retail Services’ Merchant Online Resource Center
- The Wells Fargo Retirement Plan Website, where the loss:
  - Is the fault of your employer or a third-party authorized by your employer (other than Wells Fargo);
- OR
- You entered the Wells Fargo Retirement Plan Website with credentials (user name and password) created on your employer’s own privately maintained portal referred to as delegated authentication.

Please see <https://www.wellsfargo.com/retirement-plan/privacy-security> for more information.

Please see the [Online Access Agreement](#) and your account agreement for information about your rights and responsibilities related to reporting errors or unauthorized transactions.

Online Security is a Collective Responsibility

To learn more about steps you should take to help protect your accounts and personal information, review our [Fraud Prevention Tips](#).

To help recognize common fraudulent tactics used to obtain your information, visit Wells Fargo’s [Security Center](#).

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RSA SecurID is a registered trademark of RSA Security LLC.

LRC-0920

MARY LINDA LIVINGSTON

Plaintiff

vs

WELLS FARGO &amp; COMPANY

Defendant



20210803133804

20210803133804  
 GANNON PLEAS COURT OF PENNSYLVANIA  
 Filed and Attested by the  
 Office of Judicial Records  
 18 AUG 2021 12:33 pm  
 Docket Number: AUGUST 18, 2021 NO 000043

**Person to be served (Name and Address):**

WELLS FARGO & COMPANY  
 123 S. BROAD STREET 1ST FLOOR  
 PHILADELPHIA PA 19109

**By serving:** WELLS FARGO & COMPANY**Attorney:** VINCENT VAN LAAR, ESQ.

**Papers Served:** CIVIL COVER SHEET, NOTICE TO DEFEND, COMPLAINT,  
 VERIFICATION, EXHIBITS

**Service Data:** ☒ Served Successfully ☐ Not Served

Date/Time: 8/10/2021 11:58 AM

☐ Delivered a copy to him/her personally

☐ Left a copy with a competent household member over 14 years of age  
 residing therein (indicate name & relationship at right)

☒ Left a copy with a person authorized to accept service, e.g. managing agent,  
 registered agent, etc. (indicate name & official title at right)

**Description of Person Accepting Service:**

SEX: F AGE: 36-50 HEIGHT: 5'4"-5'8" WEIGHT: 100-130 LBS. SKIN: ASIAN HAIR: BLACK OTHER: \_\_\_\_\_

**Unserved:**

- ☐ Defendant is unknown at the address furnished by the attorney  
☐ All reasonable inquiries suggest defendant moved to an undetermined address  
☐ No such street in municipality  
☐ Defendant is evading service  
☐ Appears vacant  
☐ No response on:

Date/Time: \_\_\_\_\_

Date/Time: \_\_\_\_\_

Date/Time: \_\_\_\_\_

Other: \_\_\_\_\_

**To Be Used Where Electronic Signature Not Available****Served Data:**

Subscribed and Sworn to me this

16 day of AUGUST 2021

Notary Signature: \_\_\_\_\_

JOYCE A. KAMMERS

Name of Notary Commission Expiration

Commission Expires June 29, 2022

**Document Court Approved E-Signature**

ROBERT WAGNER

was at the time of service a competent adult, over the age of 18 and not  
 having direct interest in the litigation. I declare under penalty of perjury  
 that the foregoing is true and correct.

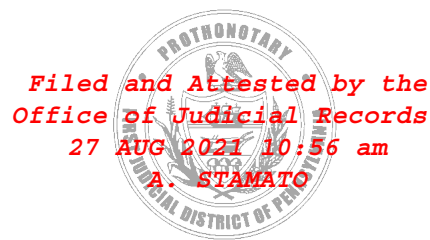
Signature of Process Server

8/16/21  
Date

Name of Private Server: \_\_\_\_\_ Address: 2009 Morris Avenue UNION, NJ 07083 Phone: (800) 672-1952

Case ID: 210800043

**WOMBLE BOND DICKINSON (US) LLP**  
Kevin J. Mangan (PA Bar. No. 56507)  
1313 North Market Street, Suite 1200  
Wilmington, Delaware 19801  
Telephone: (302) 252-4320  
Kevin.mangan@wbd-us.com



*Attorneys for Wells Fargo & Company*

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MARY LINDA LIVINGSTON,

Plaintiff,

v.

WELLS FARGO & COMPANY,

Defendant.

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**COURT OF COMMON PLEAS  
FOR PHILADELPHIA COUNTY**

Case No. 210800043

**ENTRY OF APPEARANCE**

**To the Office of Judicial Records:**

Kindly enter the appearance of Kevin J. Mangan of Womble Bond Dickinson (US) LLP in the above-captioned matter as counsel of record for Defendant, Wells Fargo & Company ("WFC").

By filing this Entry of Appearance, WFC does not waive, and expressly reserves, any and all defenses available to WFC, including but not limited to defenses related to insufficient service of process, lack of subject matter jurisdiction or improper venue.

WOMBLE BOND DICKINSON (US) LLP

/s/ Kevin J. Mangan

Kevin J. Mangan (PA Bar. No. 56507)

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Wilmington, Delaware 19801

Telephone: (302) 252-4320

kevin.mangan@wbd-us.com

Date: August 27, 2021

*Attorneys for Wells Fargo & Company*



